

# **Midwest Academy of Martial Arts Warning, Waiver, Release of Liability, Assumption of Risk and Agreement to Participate**

THIS AGREEMENT MUST BE SIGNED BY ALL MIDWEST ACADEMY OF MARTIAL ARTS STUDENTS AND INSTRUCTORS

I, \_\_\_\_\_:

1. Recognize and understand that martial arts training is a physical contact activity and that my participation might result in serious injury, including permanent disability or death.
2. Recognize and understand that such risk may be due not only to my own actions, but also the action, inaction or negligence of others, the regulations of participation, or the conditions of the premises, or of any of the equipment used.
3. Recognize that there may be other risks that are not known to me or to others or not reasonably foreseeable at this time.
4. Agree to inspect the facilities, equipment and pairings prior to participation. I will immediately inform an instructor if I believe that anything is unsafe or beyond my capability, and then refuse to participate.
5. Assume all of the foregoing risks and accept personal responsibility for any damages that may result from injury, permanent disability or death.
6. Enter martial arts training entirely of my own free will and understand the importance of following the rules of training. I have been given a copy of the Rules and Regulations of Midwest Academy of Martial Arts and agree to abide by the instructions given therein.
7. I certify that I am in good physical condition, and have no disease, injury or other condition that would impair my performance or physical and mental well-being during intense training practice and/or competition.
8. Grant permission in case of injury to have a doctor, nurse, athletic trainer or other emergency medical personnel provide me with medical assistance or treatment for such injury.
9. Release, waive, discharge and covenant not to sue, Midwest Academy of Martial Arts, its affiliated organizations and governing bodies, their officers, instructors and personnel, other members of the organizations, participants, supervisors, coaches, sponsoring organizations or their agents, and if applicable, owners and leasers of the premises from any and all liability to the undersigned, his or her heirs and next of kin for any and all claims, demands, losses and damages which may be sustained and suffered on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.

I HAVE READ THE ABOVE WARNING, WAIVER, RELEASE AND AGREEMENT TO PARTICIPATE. I UNDERSTAND ITS CONTENTS AND DO HEREBY SIGN IT VOLUNTARILY.

Printed Name	Signature	Date
Printed Name of Parent or Guardian if under 18	Signature	Date
Printed Name of Parent or Guardian if under 18	Signature	Date

## **Risk Agreement**

### *AUTHORITY TO TREAT*

I, \_\_\_\_\_, give the instructors, staff and responsible adults the power to authorize medical or other treatment of the student named \_\_\_\_\_, subject to the limitations listed below, if any. If I am not the named student, I am the parent, guardian or responsible adult for the named student and I have legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian or responsible person has been contacted or has consented to the specific treatment, provided it does not conflict with the limitations outlined below. This authority begins on the date signed and continues indefinitely.

Limitations to treatment: \_\_\_\_\_

Information or Medical Significance: \_\_\_\_\_

By granting my authorization, I assume responsibilities for all decisions made, provided they are reasonable decisions under the circumstances based on the knowledge and understanding of the person making the decisions, and I trust their judgment and offer the benefit of the doubt to them in any claim or legal proceeding. This presumption may only be overcome by clear and convincing evidence that they acted with malice or willful gross negligence, and if so they may still be liable.

Signature and Date: \_\_\_\_\_

Print Name and Relationship (if other than self): \_\_\_\_\_

I understand that the instructors, senior students, or others may have some skills in first aid and CPR, and at their discretion, I authorize them to use those skills and techniques to assist in any circumstance in which they judge their skills would be necessary or helpful.

Initials: \_\_\_\_\_

### *ADVISORY OF RIGHTS AND RESPONSIBILITIES*

Safety is not the sole responsibility of instructors and staff. Everyone who attends the class is responsible for his or her own safety as well as the safety of those around him or her.

All students have the right and responsibility to excuse themselves from any exercise they believe will be harmful to them. All students must evaluate each situation in the context of their skill and current physical condition, and conduct each drill in a manner that is safe. If an instructor gives an instruction that is unsafe for the student, it is the student's responsibility to inform the instructor that the activity may be unsafe. The instructor will routinely excuse the student from unsafe exercises and drills.

All students have the responsibility to train and conduct themselves in a manner that helps all students and instructors remain safe. Students must give those who are training enough room to avoid interfering and avoid being accidentally struck by someone else practicing, which is especially important when others are practicing with weapons.

In the event of an injury, students have the right and responsibility to evaluate the extent of harm, and to halt what they are doing, even if it includes a partner, and determine if it is safe to continue. Unless a student is certain that further practice will not create or worsen a problem, all students are encouraged to halt what they are doing and inform the instructor. In the event of a serious injury or the appearance of a serious injury, all students, instructors, staff and visitors, notably parents, have the right to call a stop to a particular training exercise.

If a student notes an unsafe training situation, which may include a student performing a skill incorrectly, a student not showing due regard for the safety of others, a defective piece of training equipment, a potentially dangerous obstacle or condition on the floor, or anything else that may cause or lead to harm of the students, instructors, visitors or guests, then the student is expected to correct the situation if it is within his or her ability to do so, or to notify an instructor or staff member of the situation immediately. If a situation is simple to correct, such as removing an obstacle from the floor, the student should correct the situation. If the situation may require the authority of the instructor or staff, or if it is not a simple matter, then the instructor or staff member should be notified immediately.

Initials: \_\_\_\_\_

#### *ASSUMPTION OF RESPONSIBILITIES AND RISK*

Martial Arts training is a potentially dangerous activity. Bumps, bruises, scrapes, scratches and soreness are commonplace, and most students will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude, and the student can be expected to encounter these injuries frequently. The possibility of more serious injuries exists, including fractures, broken bones, torn ligaments, though not all students encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling injury or death, though this is certainly not expected in this martial arts class.

I understand the above statement of risk, and I understand the rights and responsibilities of students. I assume responsibility for my own safety (or the safety of my child) and understand and accept the risks involved with martial arts training. Even if the instructor has informed me that no serious injuries have ever occurred in this school or with any of the instructors, I understand that this does not mean that the possibility of harm does not exist. By assuming this risk, I completely absolve all instructors, staff, guests, students, landlords, management companies and any and all other parties of liability for my harm, unless intentionally caused in criminal conduct.

Initials: \_\_\_\_\_

*NOTICE AND CONSENT TO INSTRUCTORS*

This school seeks to make use of highly trained professional instructors, with both expertise and experience both in the art(s) that we teach and in teaching. Classes may be taught by the head instructor or any other qualified instructor. Should an instructor be unavailable for a given class, a junior instructor, senior student or guest instructor may teach. The choice of the instructor is left to the discretion of the school.

I understand that I may not always have the instructor I desire, but I shall seek to learn from whomever is teaching, to show the respect due to the position of teacher to whomever is teaching, and to conduct myself in accordance with the etiquette established at this school. I understand that I have the responsibility for my own safety without regard to who may be teaching the class. I specifically consent to any instructor of the school that instructors or staff of the school feel are sufficiently qualified by standards set by the school to teach the class. I specifically understand and agree that the full force of this document applies without regard to the individuals(s) teaching the class.

Initials: \_\_\_\_\_

*NOTICE OF PHYSICAL CONTACT*

Complete martial arts training involves a wide variety of skills. While practicing these skills, students may have contact with any portion of the body. The groin may be the target of kicks, strikes or grabs. The chest, buttocks, groin or any part of the body may be contacted by any part of the training partner's body during training with martial arts techniques, or incidentally contacted while performing a martial arts technique which targets another portion of the body. When male and female students train together, or when adult and minor students train together, and in any other training combination, the purpose and intent of the school, instructors and staff is to provide an environment for all students to learn and practice martial arts and self-defense. Students are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should any student feel that a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and unacceptable advantage of training contact, or if a student is made uncomfortable by any training exercise or partner, then that student has the right to withdraw from the exercise or drill. If the contact of a training partner appears inappropriate, the student should inform the instructor privately. If the conduct of the training partner or any training partner appears criminal, then the instructor should be informed and the authorities may be notified either by the student or the instructor, or both.

Initials: \_\_\_\_\_

*CONSENT TO PHYSICAL CONTACT*

I understand the nature of physical contact in martial arts training, and I understand that I have the right to immediately withdraw from any exercise or drill in which the contact of any party seems beyond the scope of training and makes me uncomfortable. I agree to abide by the school etiquette in all manners pertaining to training, and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact that martial arts training allows.

Initials: \_\_\_\_\_

## Health History Form

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Past and Present Health History (check all that apply)

- Diseases of the heart and arteries
- Abnormal electrocardiogram ECG
- High Blood Pressure
- Angina pectoris (chest pain)
- Epilepsy
- Stroke
- Anemia
- Abnormal Chest X-ray
- Cancer
- Asthma or other lung disease
- Orthopedic or musculo-skeletal problems
- Diabetes

If any of the above are checked, please explain and indicate any recommendations your doctor has made regarding exercise:

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Is there a family history of heart disease, hypertension, stroke, diabetes, lung disease or epilepsy?

Yes       No

Level of Physical Activity:

Are you currently enrolled in a REGULAR aerobic exercise program?

Yes       No

Are you currently involved in a weight training program?

Yes       No

Do you regularly perform stretching exercises?

Yes       No

What best describes your level of physical activity during the last 4-6 weeks?

- Very Active
- Moderately Active
- Occasionally Active
- Inactive

*INDEMNIFICATION BY PARENTS*

*(Applicable only to parents enrolling a minor child.)*

I agree not to bring any claim or suit against the school, instructors, staff, guests, students, landlord, or any other parties on behalf of my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be the subject of such a suit. I further agree that I will not cause to be brought, nor encourage a claim or suit. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify the school, instructors, staff, guests, students, and any and all additional defendants covered by this agreement for all judgments, costs, attorney fees and other expenses incurred as a result of a breach of this agreement.

Initials: \_\_\_\_\_

**ARBITRATION CLAUSE**

Should any dispute arise between me, my child, or anyone acting on behalf of my child, regarding this school, then I specifically agree that the dispute shall be resolved in binding arbitration. Should a suit be filed in Court, I specifically authorize the Court to order the case to a binding arbitration.

**SEVERABILITY**

If any clause, sentence, phrase or statement is found unenforceable or invalid by any Court of Law, the remainder of the document shall remain valid enforceable and the invalid clause, sentence, phrase or statement shall be struck from the document.

**DURABILITY**

This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting this school if this document was signed after that date.

I have read this document, and I understand the content of it. I agree to abide by the terms of it.

**Student Signature and Date:**

\_\_\_\_\_

**For minor students:**

**Parent Signature and Date:**

\_\_\_\_\_

**Parent Signature and Date:**

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