

BERNALES INSTITUTE OF MARTIAL ARTS, INC.

**Release of Liability/Agreement Not to Sue
Martial Arts Activities**

This document affects your legal rights, read it carefully!

I understand and do hereby agree that Martial Arts activities, including, but not limited to, stretching, calisthenics, plyometrics, punches, finger jabs, elbows, kicks, knees, body joint manipulation, chokes, throws, sweeps, use of sticks (short, long, single, double), training knives (wooded, aluminum, padded), live blades, and the observation of such activities (collectively classes, private lessons, tournaments, demonstrations, seminars, and ranking tests) in which I might participate are, and include, potentially hazardous activities. I hereby certify that I am physically fit, that I have no medical condition which might limit or impair my ability to participate in any strenuous or athletic activity and that I have not been advised otherwise by a qualified medical person. I further acknowledge that I have read and agreed to the safety rules of Bernales Institute of Martial Arts, Inc.

In consideration of Bernales Institute of Martial Arts, Inc., its employees, officers, directors, successors, heirs, and assigns ("Bernales Institute") allowing me to engage in Martial Arts, I DO HEREBY WAIVE, RELEASE, AND DISCHARGE and on behalf of my executors, administrators, heirs and assigns, any and all claims for personal injury and property damage which I may have or which I may subsequently accrue as a result of my participation in Martial Arts or which may arise out of my use of Bernales Institute's equipment, including, but not limited to, Thai pads, belly pads, focus mitts, film targets, foam shields, bats, medicine balls, heavy bags, and weapons used (collectively the "equipment"). This release is intended to RELEASE, INDEMNIFY, DISCHARGE, and HOLD HARMLESS Bernales Institute of Martial Arts, Inc. from any and all liability arising out of or connected in any way with the participation in the Martial Arts activities or any use of the equipment regardless of the cause or nature of the injury, to the fullest extent permitted by law. I understand that I am liable for any damage or destruction to equipment, structures, fixtures, or furniture that I may cause due to misuse or any activity outside of regular instruction. I further understand that ACCIDENTS do occasionally sustain serious and sometimes fatal personal injuries and property damage as a consequence thereof. Nevertheless, knowing and fully appreciating the risk of these activities, I hereby agree to assume those risks and to RELEASE, INDEMNIFY, DISCHARGE, and HOLD HARMLESS, all the persons or entities who might otherwise be liable to me or my heirs, administrators, executors, or assigns for damages of any type or nature. I HEREBY WAIVE ANY RIGHT TO TRIAL IN THE EVENT THERE SHOULD BE ANY LITIGATION AS A RESULT OF MY MARTIAL ARTS ACTIVITIES, USE OF ANY EQUIPMENT, OR BOTH, AS THEY RELATE TO THE FOREGOING. I further understand and agree that this waiver, release, and assumption of risk by me shall be binding on my executor, administrator, heirs, assigns, and family members, including any minors which may accompany me. I understand this is a binding contract that supersedes any other agreements or representations and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. Bernales Institute of Martial Arts, Inc. shall not be held responsible for damaged, lost, or stolen articles, inside or outside the facility. Bernales Institute of Martial Arts, Inc. reserves the right to amend or add these rules and conditions and to adopt new rules and conditions as may be deemed necessary.

If any part of this release is deemed unenforceable, all other parts shall be given full force and effect.

I certify that I am eighteen (18) years of age or older, that I have read this document, and that I understand its contents, and that I am legally competent to sign this Release. I further understand that I will not be permitted to engage in Bernales Institute of Martial Arts, Inc. unless I sign this Release.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE OF MY OWN FREE WILL.

Signature of Participant

Date

Printed Name

PARENT/GUARDIAN WAIVER – FOR MINOR

If I am signing on behalf of a minor under eighteen (18) years of age, in addition to the above, I also agree to RELEASE, INDEMNIFY, DISCHARGE, and HOLD HARMLESS Bernales Institute of Martial Arts, Inc., any sponsors/providers, and their employees, agents, and contractors for any claims of the minor. I agree to be responsible without reimbursement for any medical expenses incurred by the minor.
