

# **ADULT WAIVER AND RELEASE OF LIABILITY**

## **READ BEFORE SIGNING**

IN CONSIDERATION of being permitted to participate in any way in The Sword Conservatory, Inc. athletic and/or martial arts program, related events and activities (including but not limited to transportation by The Sword Conservatory, Inc. personnel), and further recognizing the voluntary nature of my participation in these events, I, the undersigned person, intending to be legally bound, acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in athletics and/or martial arts is significant, including the potential for permanent disability or death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with posted signs, rules, and safety instructions of The Sword Conservatory, Inc. the facility (where applicable), event (where applicable); and,
5. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases; and,
6. I further agree that if at any time I believe conditions or equipment to be unsafe, and/or I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
7. I am qualified, in good health, and proper physical condition to participate in such activity; and,
8. I, for myself and on behalf of my guardians, heirs, executor, administrators, legal representatives, next of kin and any other persons on my behalf, HEREBY RELEASE AND HOLD HARMLESS The Sword Conservatory, Inc. their officers, officials, agents, volunteers, subcontractors and/or employees; Event Organizers their officers, officials, agents, volunteers, subcontractors and/or employees; other participants; sponsoring agencies; sponsors; advertisers; and owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and,
9. I agree that media, including but not limited to photographs, audio, and video, of me may be used to promote The Sword Conservatory, Inc. I understand that there will be no compensation for such use, and I release all claims to any and all damages resulting from such use, and;
10. I understand that, should I decline to execute this agreement, I will not be permitted to participate in The Sword Conservatory, Inc. athletic and/or martial arts programs, related events and activities.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Participant's Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone #: (\_\_\_\_\_) \_\_\_\_\_