

# **MINOR WAIVER AND RELEASE OF LIABILITY**

## **READ BEFORE SIGNING**

IN CONSIDERATION of my minor child / ward 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 minor child / ward's 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. 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 minor child / ward's participation; and,
3. 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,
4. Have explained the posted signs, rules, and safety instructions to my minor child / ward and believe that he/she understands them; and,
5. Have instructed my minor child / ward that if he/she at any time believes conditions or equipment to be unsafe, that he/she should immediately discontinue further participation in the activity and bring such to the attention of the nearest official; and,
6. Will, if at any time I believe conditions or equipment to be unsafe, immediately advise my minor child / ward to discontinue further participation in the activity and bring such to the attention of the nearest official; and,
7. Represent that my minor child / ward is qualified, in good health, and proper physical condition to participate in such activity; and,
8. I, for myself and on behalf of my minor child / ward, spouse, 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, 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. Have explained the risks to my minor child / ward and believe that he/she understands them; and,
10. I agree that media, including but not limited to photographs, audio, and video, of me and/or my minor child / ward 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;
11. 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.**

Parent/Guardian's Name, Printed \_\_\_\_\_ Emergency Phone #: (\_\_\_\_) \_\_\_\_\_

Parent/Guardian's Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

**UNDERSTANDING OF RISK** I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for following the rules, and I accept them as a participant.

Minor Child / Ward's Name, Printed \_\_\_\_\_

Minor Child / Ward's Signature \_\_\_\_\_ Date Signed: \_\_\_\_\_