

Pacific Fusion Martial Arts Bainbridge Island WA

new student or guest intro waiver / release waiver for Pacific Fusion Martial Arts L.L.C.

Name of Student: _____ Age: _____ DOB: __/__/__

Address: _____ City: _____ State: _____ ZIP: _____

reason for your visit: Martial Arts___ Kickboxing___ Birthday Party___ Ninja Night___ Camps___ Self Defense___

Prior training in any Martial Arts or kickboxing: _____

Name of parent or guardian: _____ Phone: _____

Email: _____

Name of parent or guardian: _____ Phone: _____

Email: _____

Emergency Contact: _____ Phone: _____

Emergency Contact: _____ Phone: _____

Any existing injuries/ailments?

GOALS: self-defense ___ weapons training ___ finding the voice within ___ positive peer influence ___
competition ___ strength training ___ flexibility ___ balance ___ weight loss ___ respect ___ perseverance ___
injury prevention ___ specialty/seasonal camps ___ birthday parties ___ achieving 1st level Black Belt ___
achieving multiple level Black Belt ___

----- RELEASE AND WAIVER OF LIABILITY -----

In consideration of being allowed to participate in any way, in the Pacific Premier Martial Arts Fusion Program, to be held at 9440 Sportsman Club Rd suite 103 Bainbridge Island WA. I the undersigned acknowledge, appreciate, and agree that: Waiver and Release of Liability: Assumption of Risk Indemnification Agreement Membership. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. TERMS & CONDITIONS, In consideration of being permitted access to the Pacific Fusion Martial Arts L.L.C studios and its facilities, programs, amenities and services pursuant to the form of membership, registration or other access agreement provided to me ("Membership Agreement") or otherwise, I agree as follows:

1. RELEASE OF LIABILITY AND ASSUMPTION OF RISK – I understand and acknowledge there is risk involved in being in and around Pacific Fusion Premier Martial Arts facilities, including, but not limited to, utilizing equipment which may malfunction or break, participating in any exercise or fitness activity, weapons, sparring, martial arts, patronizing or using pacific Fusion Premier martial Arts services and amenities, participating in off-site programs or activities, and using or being present in any Pacific Fusion Martial Arts L.L.C. facility or arising from improper maintenance of any equipment or facilities. This includes, without limitation, my use of any equipment in the Pacific Fusion Premier Martial Arts and my participation in any activity, class, program, or instruction. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury the contraction of any illness or medical condition that might result, or any damage, loss, or theft of any personal property, whether any of the foregoing are suffered by me and/or my family members. (a) ASSUMPTION OF RISK. I agree I will assume the risk and full responsibility for any and all injuries, losses, death, costs, the contraction of any illness or medical condition that might result or other damages, loss or theft of any personal property that might occur to me and/or my family members while on the premises of Pacific Fusion Premier Martial Arts, utilizing equipment which may malfunction or break, participating in any exercise or

fitness activity, patronizing or using Pacific Fusion Martial Arts L.L.C. services and amenities, participating in off-site programs or activities, using or being present in any Pacific Fusion Martial Arts L.L.C. facility, or arising from improper maintenance of any equipment or facilities, my use of any equipment in the Pacific Fusion Martial Arts L.L.C., my participation in any activity, class, program or instruction, and negligence on the part of Pacific Fusion Premier Martial Arts, its officers, directors, employer contractors, agents and other members, including premises liability claims such as (by example and not by limitation) slip and falls and/or trip and falls, sparring, weapon, I knowingly and freely assume all such risk, both known and unknown, even if arising from the negligence of the release or others, and assume full responsibility for my participation, at any Pacific Fusion Martial Arts L.L.C. facility. The risk of injury from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury to me does exist.

("Losses"). (b) RELEASE OF CLAIMS. To the maximum extent allowed by law, I, the undersigned ("I"), agree on my own behalf and on behalf of my family, personal representatives, heirs, executors, administrators, agents, and assigns, to waive and release any and all claims, suits or related causes of action against Pacific Fusion Martial Arts L.L.C., its owners, officers, employees, or agents (collectively "pacific fusion premier martial arts"), for all losses ("released claims"). I acknowledge I have carefully read this release of claims and fully understand that it is a release of liability. I am waiving any right I may have to bring a legal action to assert a claim against pacific fusion premier martial arts for its negligence.

2. Indemnification – I agree I will indemnify, defend and hold Pacific Fusion Martial Arts L.L.C. harmless, to the maximum extent allowed by law, from negligence, injury, loss, death, costs or other damages to me, my family members, heirs or assigns, or third parties for claims, suits, or related causes of action asserted against Pacific Fusion Premier Martial Arts arising from my conduct and/or my family's conduct while on the premises of Pacific Fusion Martial Art L.L.C. or participating in any off-site Pacific Fusion Martial Arts L.L.C. program or activity and from any of the losses and released claims described in section 1.

3. APPLICATION – I agree that this release shall apply to each visit I make to Pacific Fusion Martial Arts L.L.C. and to every instance of my participation in an off-site Pacific Fusion Martial Arts L.L.C. program or activity, including future visits and participation, regardless of any date of issuance or expiration date on any guest or permanent membership issued to me, regardless of the date that this Release is signed below.

4. AGREEMENT TO COMPLY WITH RULES – I agree to, and will comply with, the policies of Pacific Fusion Martial Arts L.L.C rules and regulations as posted at www.pacificfusionmartialarts.com , if I am a permanent studio member, any specific usage restrictions as defined in the new student packet. I acknowledge Pacific Fusion Martial Arts L.L.C rules and regulations are subject to change at the sole discretion of the Pacific Fusion Martial Arts L.L.C. The martial arts are sacred and the values and traditions are to be honored at all times. Students and parents may be asked to discontinue training at Pacific Fusion Premier martial arts if the values don't match.

5. BINDING ON OTHERS – This Release shall bind the members of my family and my spouse or registered domestic partner, if I am alive, as well as my estate, family, heirs, administrators, personal representatives or assigns if I am deceased and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue Pacific Fusion Martial Arts L.L.C .

6. SEVERABILITY – I agree that the purpose of this release is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Washington law. I agree that if any portion or provision of this Release is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid portion will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the release.

7. applicable law, forum & attorneys' fees – This Release is governed by and shall be construed in accordance with the laws of the state of Washington, without any reference to its choice of law rules. I agree that any dispute arising from this Release or in any way associated with Pacific Fusion Premier Martial Arts shall be brought only in the Superior Court of Kitsap County, Washington, or in the U.S. District Court for the Western District of Washington, and I agree to the authority and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this Release is contested, I agree that the substantially prevailing party will be entitled to receive all attorney's fees and costs from the party contesting the validity of this release.

8. integration – This Release, in conjunction with the Membership Agreement and New Student packet, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. I acknowledge that no oral representations, statements or other inducements to sign this Release have been made apart from what is contained in this document

9. parental release of liability – In consideration of the minor child being permitted to utilize Pacific Fusion Martial Arts L.L.C facilities, I accept and agree to the full contents of this release.

10. parental indemnification – I agree to release, indemnify, defend, and hold Pacific Fusion Premier Martial Arts harmless from all liabilities and future claims presented by my children or any other minor children and/or their parents, whose visit to Pacific Fusion Martial Arts L.L.C is sponsored by me, for any losses suffered by them or any family member or registered domestic partner. This includes any claim of the minor and any claim arising from the negligence of Pacific Fusion Martial Arts L.L.C.

11. parental representation of authority – I agree that I am authorized to sign this Release on behalf of the child by all of the parents and/or legal guardians of the child. I represent that all parents and/or legal guardians of the child know of and acquiesce to the signing of this Release and agree to waive and release any and all claims, suits or related causes of action against Pacific Fusion Martial Arts L.L.C.

I have fully informed myself of the contents of this release by reading it before signing it. by my signature below i understand and agree to the above terms and conditions, policies posted, new student packet which I have read or agree to read. these policies are subject to change from time to time solely at the discretion of pacific fusion premier martial arts.

SIGNATURE:

____/____/____ Guest or Member (If over the age of 18)