



## **SAWTOOTH MARTIAL ARTS**

### ***PARTICIPATION AGREEMENT RELEASE AND ACKNOWLEDGEMENT OF RISK***

#### **PLEASE READ AND SIGN THIS WAIVER**

In consideration of the services of p.o.w. do, LLC, an Idaho Liability Company, doing business as, Sawtooth Martial Arts, their members, owners, agents, employees, participants, and all other persons or entities acting in any capacity on their behalf (hereafter collectively called "SMA"), I hereby agree to release and discharge SMA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand that the activity I am about to undertake (karate, Tang Soo Do/Soo Bahk Do, or other forms of martial arts/physical exercise) entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. By the very nature of martial arts, I understand that SMA cannot eliminate such risks without jeopardizing, or eliminating, the essential qualities of the activity.

The risks include, but are not limited to, being jolted, jarred, bounced, stuck, hit, thrown, and landing on the floor while participating in martial arts. It is possible that you could break bones in your body, be knocked unconscious and be otherwise injured while participating in this program. You could also slip and fall while walking on SMA property (sidewalks, in the facility, or locker rooms) resulting in personal injury. Furthermore, SMA instructors may be ignorant of participants fitness or ability and might misjudge whether you are able to participate in the program; they will seek safety, but they are fallible. They may give inadequate warnings or instructions which could cause you to be seriously hurt, or even worse, death.

2. I expressly agree and promise to accept and assume all the risks in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of those risks. I agree that I will not sue SMA, for anything.

3. If SMA or anyone acting on their behalf be required to incur attorneys' fees and cost to enforce this agreement, I agree to indemnity and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear all costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in the activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, a court will most likely find that I have waived any right to maintain a lawsuit against SMA on the basis of any claim from which I have released herein. I have had sufficient opportunity to read this entire document, I have read and understood it, and I agree to be bound by its terms.**

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Check one:

- |   |   |
|---|---|
| <input type="checkbox"/> Soo Bahk Do Lessons  | <input type="checkbox"/> Warrior Arts Camps |
| <input type="checkbox"/> Aerobic Kickboxing   | <input type="checkbox"/> Regional Clinics   |
| <input type="checkbox"/> Women's Self Defense | <input type="checkbox"/> Personal Training  |

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by SMA to participate in its activities and to use its equipment and facilities, I further agree to waive any claim that could be asserted by minor, as set forth in the above waiver, and further agree to indemnify and hold harmless SMA from any and all claims that are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_