



Black Tiger Academy
 548C Main Street
 Watsonville, CA 95076

**STUDENT RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK,
 INDEMNITY AND PARENTAL CONSENT AGREEMENT**

Student Name _____ Date of Birth _____

Parent Name if student is a minor _____

Address _____ City _____ Zip _____

Home Phone _____ e-mail _____

Workplace _____ Work phone _____

Emergency Contact _____ Phone _____

Referred by _____

“AGREEMENT”

IN CONSIDERATION of being permitted to participate in any way in any Black Tiger Academy athletic activity or martial arts training (“Activity”), I for myself, my personal representatives, assigns, heirs and next of kin:

1. I acknowledge, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health and in proper physical condition to participate in such Activity. I further agree and warrant that if at anytime I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I fully understand that Martial Arts, in particular, is a potentially dangerous activity. Bumps, bruises, scrapes, scratches and soreness are commonplace, and most students will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including sprains, strains, twists, cramps and injuries of similar magnitude, and students can expect to encounter these injuries infrequently. The possibility of more serious injury exists, including, but not limited to broken bones, torn ligaments, or joint damage.
3. I FULLY UNDERSTAND that (a) **the athletic activities in which I am to undertake at Black Tiger Academy involve risks and dangers of serious bodily injury, including the risk of permanent disability, paralysis and death (“risks”);** (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place or **the negligence of the: “Releasees” named below;** (c) **there may be other risks and social and economic losses either not known to me or readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages** I incur as a result of my participation or that of the minor in the Activity.
4. I acknowledge that I have been provided with a copy of the Black Tiger Academy LLC Rules and regulations and agree to be bound by them and any subsequent revisions that may be made from time to time.
5. I give Black Tiger Academy, LLC unrestricted permission to use photographic images of me or my child(ren) in any form of media for art, advertising, recruitment, marketing, fund raising, publicity, archival or any other lawful purpose.
6. **I hereby release, discharge and covenant not to sue** Black Tiger Academy LLC as well as the officers, directors, agents, employees and assigns of each and the owners and lessors of premises on which the activity takes place (each considered one of the “Releasees” herein) **from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations, negligent security, travel and recreational operations and activities; and I further agree** that if, despite this *Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement*, I, or anyone on my behalf against any of the **Releasees** **I will indemnify, save and hold harmless each of the Releasees** from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue to be in full force and effect.

 Student’s Signature

 Date

MINOR RELEASE

I, the minor's parent and/or legal guardian, understand the nature of athletic activities and the minor's experience and capabilities and believe the minor to be qualified in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and further agree that if despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees named above, I will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage or cost which any may incur as the result of any such claim.

Printed name of Parent/Guardian

Parent/Guardian signature (if student under age 18)

Date

Address, City, State and Zip

Telephone

RULES AND REGULATIONS

1. SAFETY FIRST! Safety is the responsibility of everyone, not the sole responsibility of instructors and staff. Any student has the right and responsibility to excuse him or herself from any exercise he or she believes may be harmful to themselves or others. Each student must evaluate each situation in the context of his or her own skill and current physical condition, and conduct each drill in a manner that is safe. If an Instructor gives an instruction that the student perceives to be unsafe, it is the student's responsibility to inform the Instructor that the skill may be unsafe. If the Instructor disagrees with the student's assessment, the student may none-the-less excuse him or herself from the exercise.

Students must be alert to those training around them and allow enough room to avoid interfering with others and avoid being accidentally struck by someone else. This is especially important when others are practicing with weapons. In the event of an injury, all students shall cease training if commanded by an Instructor to enable the Instructor to evaluate the extent of any injury. Students shall not resume any training exercise until the Instructor determines it is safe to continue. In the event of a serious injury or appearance of a serious injury, any student, Instructor, staff or third party observers shall have the right to call a stop to a particular training exercise.

If a student observes an unsafe training situation, which may include a student performing a skill incorrectly, a student not being careful about safety of others around him or her, a defect in a piece of training equipment, a potentially dangerous obstacle or condition on the floor, or anything else that may cause or lead to harm of students, Instructors, staff, visitors or guests, then the student is expected to correct the situation if within his ability to do so or notify an Instructor or staff member immediately. For example, if something is simple to correct such as picking up an article left on the floor, the student should act to correct the situation. If the situation is not a simple matter, then an Instructor or staff member should be notified immediately.

2. INSTRUCTORS. This school seeks to make us of trained Instructors with expertise and experience in the Martial Arts we teach. Classes may be taught by any qualified Instructor. Should an Instructor be unavailable for a given class, a junior Instructor, senior student or guest Instructor may teach. The choice of the Instructor is left to the discretion of the school.

Students understand that they may not always have the Instructor they desire, but agree they accept instruction from whomever is teaching. All students are expected to show respect for the Instructor and follow his/her commands unless otherwise excused.

3. PHYSICAL CONTACT AND ETIQUETTE. Complete Martial Arts training involves a wide variety of skills. While practicing these skills, students may have contact with any portion of the body. The groin may be a target of kicks, strikes and grabs. The chest, buttocks, groin or any part of the body may be contacted by any part of the training partner's body during training by Martial Arts techniques, or incidentally contacted while performing a Martial Arts technique targeting another portion of the body. When male and female students train together, or when an adult and minor students train together, and in any other training combination, the purpose and intent of the school, instructors and staff is to provide an environment for all students to learn and practice Martial Arts and self-defense. Students are expected to conduct themselves appropriately at all times to ensure the best training results for everyone. Should any student feel a training partner is engaging in contact beyond the scope of the training, or a training partner is taking undue and unacceptable advantage of training contact, or if a student is made uncomfortable by any training exercise or partner, then that student has the right to withdraw from the exercises or drill. If the conduct of the training partner appears inappropriate, the student should inform an instructor privately. Any violation of proper etiquette can result in the termination of the offending student's right to attend the academy.

I have read this "Rules and Regulations" document and I understand the content of it. I agree to abide its terms.

Student Signature

Date

Black Tiger Academy Representative

Date