

McLaughlin's Taekwondo of Texas

**WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND PARENTAL CONSENT (WHEN APPLICABLE),
AND INDEMNITY AGREEMENT**

Taekwondo ____ AerobiKick ____ Choreograph ____

Lewisville Recreation Center ____ Other: _____

Date of Private Class/Classes Scheduled _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Male: ____ Female: ____ Age: ____ Height: ____ Weight: ____

Home Phone: (____) _____ Work Phone: (____) _____

Are you pregnant? No ____ Yes ____ (If, yes, a doctors' permission slip is required before you participate.)

I/the minor understand the nature of Taekwondo/Martial Arts activities, and acknowledge my/the minor's experience and capabilities, and believe I/the minor is qualified to participate in such activity. I/the minor certify that I/the minor am physically fit and have no medical condition that would make my/the minor's participation in this activity more hazardous. I/the minor further acknowledge that I/the minor am aware that the activity will be conducted in facilities open to the public during the activity. I/the minor further agree and warrant that if, at any time, I/the minor believe conditions to be unsafe, I/the minor will immediately remove myself/the minor from the hazard and bring the hazard to the attention of the nearest instructor immediately; and

I/the minor fully understand that: (a) Taekwondo/Martial Arts activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"); (b) these risks and dangers may be caused by my/the minor's own actions or inaction's, the actions or inaction's 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, social and economic losses, either not known to me/the minor, or not readily foreseeable at this time; and I/the minor fully and freely accept and assume all such risks, both known and unknown, and all responsibility for losses, costs, and dangers incurred as a result of my/the minor's participation in the activity, whether arising from the negligence of the released parties or otherwise, to the fullest extent by law; and

I/the minor, heirs, assigns, personal representatives, guardians, and next of kin, hereby release, discharge, covenant not to sue, and agree to indemnify and hold harmless McLaughlin's Taekwondo of Texas, AerobiKick 200X, David John McLaughlin, Beth Ann McLaughlin, their heirs, assigns, personal representatives, guardians, next of kin, any center, school, or club, all their parent, subsidiary, and affiliate entities, officers, officials, where the activity may take place, or has a vested interest in the activity, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, 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 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 my/the minor's, or anyone on my/the minor's behalf, makes a claim against any of the releasees named above, I/the minor will indemnify, save, and hold harmless each of

the releasees from any litigation expenses, attorney fees, loss liability, damage or cost any may incur as the result of any such claim; and

I/the minor also consent that any photographs taken of me/the minor, in connection with McLaughlin's Taekwondo of Texas, AerobiKick 200X, or the Lewisville Recreation Center, may be used for publicity, promotion, videos and the like throughout the world limitation, and waive compensation for same.

I/the minor have fully read this 2nd page "WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PARENTAL CONSENT (WHEN APPLICABLE), AND INDEMNITY AGREEMENT", and fully understand its terms, understand that I/the minor do hereby discharge all parties from liability for any and all present, or future claims, regarding personal or bodily injury which might result from, or be sustained during, participation in this activity. I/the minor have given up all 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 the law and agree that if any portion of this agreement is held to be invalid that the balance, notwithstanding, shall continue in full force and effect. I/the minor want to participate in this hazardous activity.

(Received without signatures will not be processed)

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Print Name of Minor/Child Participant (If Under 18')

Signature of Parent/Legal Guardian

Date

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Signature of Participant

Date