

RAY THOMPSON'S

Upstate KARATE



FAMILY MARTIAL ARTS CENTER

WAIVER AND RELEASE

Participant Name _____

Responsible Party's Name _____

Address _____

Street

City

State

Zip

Home Phone _____ Cell Phone _____

The undersigned custodial parent or legal guardian of _____ (the "Participant"), as a condition of and in consideration for permission of the Participant and the undersigned to enter and use the sports complex, including (but not limited to) the instruction areas, spectator areas, and exercise and martial arts (collectively, the "Complex") located on the premises of Upstate Karate, Inc. ("Upstate Karate"), assumes sole responsibility and liability for any property loss or damage and/or personal injury arising out of or in any way relating to the undersigned's or the Participant's entry upon or use of the Complex, or presence at any class, demonstration, activity or function operated, organized, arranged or sponsored by Upstate Karate at the Complex or elsewhere, caused by any act, omission, or negligence of the undersigned or the Participant.

The undersigned and the Participant agree to indemnify and hold Upstate Karate and its shareholders, directors, officers, employees, affiliates, representatives and agents, harmless and to defend the same from any and all loss, cost (including attorney's fees), claim, injury, damage or liability sustained or incurred by the undersigned or the Participant, resulting from any act, omission or negligence of any shareholder, director, officer, employee, affiliate, representative or agent of Upstate Karate and any other participants or persons observing participants' activities, conveying participants to and from the Complex, or present at the Complex from time to time.

The undersigned acknowledges that s/he is responsible for monitoring Participant's activities at the Complex and determining whether Participant is fit to progress to or engage in new activities and programs or utilize new equipment as they are introduced to the Participant from time to time. The undersigned states that s/he believes that the Participant is physically and mentally fit to engage in all of the activities and to use all of the facilities and equipment which are available at the Complex. The foregoing representation as to the Participant's fitness and all the other statements and agreements in this document are continuing in nature and shall not be limited to any particular class, demonstration, activity or function; nor shall this Waiver and Release be terminated or suspended in any way during or following any lapse between or interruption in any course or program of instruction or with respect to any other use of the Complex by the Participant or the undersigned. This Waiver and Release is made independent of and shall survive the enrollment or participation of the Participant in any class, demonstration, activity or function offered at the Complex or by Upstate Karate.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS WAIVER AND RELEASE FROM LIABILITY BOTH FOR THE UNDERSIGNED AND ON BEHALF OF THE PARTICIPANT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. **The undersigned and the Participant appreciate and assume all of the risk associated with use of the Complex, even if supervised. In the event the Participant requires medical attention, this Waiver and Release shall extend to any person released or indemnified above plus any competent medical authority who attempts to provide aid, assistance or care to the Participant.**

Signed: _____
(Custodial parent or legal guardian)

Date: _____

On behalf of: _____
Name of Minor Child)