

Original Okinawan Karate of Holt, LLC
Release and Waiver of Liability and Indemnity Agreement 2020
(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Martial Arts Program indicated below and / or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the participant or parent(s) and / or legal Guardians of the minor participant named below agree:

1. I will not hold Original Okinawan Karate of Holt, its employees or volunteers liable or responsible for any viral, germ, bacteria or infectious disease I may contract, including covid-19.
2. Prior to participating in the below martial arts activity or event, the student (adult or youth) should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further. If the student is a minor, the parent(s) and / or legal Guardians will instruct & assist the minor participant of the above listed procedure.
3. I / We fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partially and / or total disability, paralysis and death.
 - b. The social and economic losses and / or damages, which could result from these risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
 - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
4. I / We accept and assume such risks and responsibility for the losses and / or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
5. I / We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the martial arts facility used by the participant, including it's owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee", from all liability to the undersigned, my / our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury of any nature, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused or alleged to be caused in whole or in part by the negligence of the releases, or any other person on the premises.
6. I / We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and / or death and / or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
7. Each of the undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, not withstanding continue in full legal force and effect.
8. On behalf of the participant and individually, the undersigned parent(s) and / or legal guardians for the minor participant executes the Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parent(s) and or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

Media Recording Release

I do hereby grant unrestricted permission to Original Okinawan Karate of Holt to use the image of myself or my child in print, video, social, and digital media. I agree that these images may be used by Original Okinawan Karate of Holt for a variety of purposes, and that these images may be used without further notifying me. I do understand that the last name will not be used in conjunction with any video or digital images. Such use includes the display, distribution, publication, transmission, or otherwise use of photographs, images, and/or video taken of my child for use in materials that include, but may not be limited to, printed materials such as brochures and newsletters, videos, and digital images such as those on the Original Okinawan Karate of Holt Web site.

I have read both the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement and Media Recording Release, fully understand it's terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

Participants Name: _____

Participants Signature: _____ (date)

(If participant is a minor, parent / legal guardian printed name & signature)

Address of Participant: _____

Received by: Mark L. McCloud _____ (date)