

New Era Martial Arts LLC. • 11530 Manchaca Rd.. • Austin, TX, 78652 • 512-998-1111

NEW ERA MARTIAL ARTS LLC. WARNING, WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK

THIS AGREEMENT MUST BE SIGNED BY ALL PERSONS WHO WISH TO PARTICIPATE IN ANY NEW ERA MARTIAL ARTS CLASS, EVENT, OR ACTIVITY.

In consideration of being allowed to participate in any way in the classes, events, and/or activities of New Era Martial Arts LLC., I,

Participant's Name:		
Phone:	Email:	
Address:		Zip:
Parent/Guardian Name (of minor	child participant):	
Emergency Contact Name:	Phone:	

- 1. Recognize and understand that martial arts training is an activity that involves physical contact and that my participation might result in serious injury, including permanent disability or even death, and severe social and economic loss.
- 2. Recognize and understand that such risk may be due to not only my own actions, but also the action, inaction or negligence of others, the regulations of participation, or the conditions of the premises, or of any of the equipment used.
- 3. Recognize that there may be other risks that are not known to me or to others or not reasonably foreseeable at this time.
- 4. Agree to inspect the facilities, equipment and pairings prior to participation. I will immediately inform an instructor if I believe that anything is unsafe or beyond my capability and refuse to participate.
- 5. Assume all of the foregoing risks and accept personal responsibility for any damages that may result from injury, permanent disability or death.
- 6. Enter martial arts training and/or competition entirely of my own free will and understand the importance of following the rules of training and competition.
- 7. I certify that I am in good physical condition, and have no disease, injury or other condition that would impair my performance or physical and mental well-being during intense training practice and/or competition.
- 8. Grant permission in case of injury to have a doctor, nurse, athletic training or other emergency medical personnel provide me with medical assistance or treatment for such injury.
- 9. Release, waive, discharge and covenant not to sue, New Era Martial Arts LLC., its affiliated organizations and governing bodies, their officers, instructors and personnel, other members of the organizations, participants, supervisors, coaches, sponsoring organizations or their agents, and if applicable, owners and leasers of the premises from any and all liability to the undersigned, his or her heirs and next of kin for any and all claims, demands, losses and damages which may be sustained and suffered on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the realeasees or otherwise.

I HAVE READ THE ABOVE WARNING, WAIVER, RELEASE, AND ASSUMPTION OF RISK. I FULLY UNDERSTAND ITS CONTENTS, AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HEARBY SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Participant's Printed Name Signature	Date
(or parent or guardian if under 18)	



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NEW ERA MARTIAL ARTS LLC. PHOTO RELEASE FORM

I grant permission to New Era Martial Arts LLC. and its agents or employees, to use photographs taken of me or my minor child/children in classes or events of New Era Martial Arts LLC. for use in publications such as brochures, newsletters, and magazines, and to use the photographs on display boards, and to use such photographs in electronic versions of the same publications or on New Era Martial Arts LLC. web sites or other electronic form or media, and to offer them for use or distribution in other non-company publications, electronic or otherwise, without notifying me.

I hereby waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph.

I hereby agree to release, defend, and hold harmless New Era Martial Arts LLC. and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper or via electronic media, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

I have read and understand the above:					
Participant's Printed Name (or parent or guardian if under 18)	Signature	Date	—		