

Release and Waiver of Liability and Indemnity Agreement (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 premises where the Martial Arts Program is conducted, the undersigned, or if the participant is a minor, the parent or guardian of the participant on behalf of the minor participant named below agree:

1. The participant is in good health and does not suffer from any physical or medical impairment. Prior to participating in the below martial arts program, the undersigned, or if the participant is a minor then the parents or legal guardians of the minor participant will inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the undersigned will immediately advise a representative of the martial arts program of such unsafe condition and refuse to participate further.
2. 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 partial 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 that are not reasonably foreseeable at this time.
3. 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.
4. I/We HEREBY RELEASE WAIVE all rights to assert any claims against, AND COVENANT NOT TO SUE the martial arts program named below, and the owners, officers, directors, agents, employees, managers, promoters, and instructors of such martial arts program, and the lessees and others in control of any premises used to conduct the martial arts program, herein referred to as "Releasees" from and for any and all claims, losses and damages on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to participation in such martial arts program, whether or not caused in whole or in part by the negligence of the Releasees or otherwise.
5. I/We HEREBY acknowledge that participation in the martial arts program is VERY DANGEROUS and involves 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.

6. 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 martial arts program is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. This agreement shall be binding on the heirs, personal representatives and estate of the undersigned and of the participant in the martial arts program. . If, despite the foregoing agreement any person asserts any claim against any of the Releasees on behalf of the participant or the undersigned, the undersigned and/or the parents(s) and/or legal guardian(s) of the participant will indemnify the Releasees and hold the Releasees harmless from any such claim, including the cost of defending any such claim.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS 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 A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Martial Arts Programs: NJM Works dba Capoeira USA Portland

Student/Participant Signature

Parent or Guardian Signature (if Participant is a minor)

Printed Name of Participant
