

SHOWTIME MARTIAL ARTS

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of the Showtime Martial Arts, Nate Andrade, Southern Elite Gymnastics Academy, their agents, owners, officers, volunteers, participants, employees, independent contractors, volunteers, interns, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SMA"), I hereby agree to release, indemnify, and discharge SMA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in martial arts training and instruction, including various disciplines as well as gymnastics, weapons, acrobatics entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; pinches, scrapes, twists and jolts; and impacts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards such as paralysis or death; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from competitions, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured, medical assistance may be required, at your own expense.

Furthermore, SMA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SMA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SMA 's equipment or facilities, including any such claims which allege negligent acts or omissions of SMA.
3. Should SMA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. In the event that I file a lawsuit against SMA, I agree to do so solely in the state of Georgia, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SMA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

The undersigned further states that the below mentioned participant is in good health and is not suffering from any medical or physical impairment, except:

_____.

If medical conditions apply, the undersigned confirms that approval from the participant's doctor has been received to participate in Martial Arts, and all activities entailed.

Furthermore, the undersigned, being the participant or parent/guardian of the participant do hereby authorize SMA to obtain emergency medical treatment from any physician, hospital, or other qualified medical personnel at our facility as needed in the event of accident or injury.

Signature of Participant: _____ Date: _____

Print Name: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by SMA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SMA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Date: _____

Print Name: _____