RELEASE, LIABILITY WAIVER AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in the Han Moo Kwan Tae Kwon Do – Sunnyvale Club, I, or, if a minor, the parent(s) and/or legal guardian of the minor participant named below (hereinafter, collectively, "I," "me" or "my"), enter into this Release, Liability Waiver and Indemnity Agreement ("Agreement") and hereby agree:

1. I am voluntarily seeking and consenting to participate in the Han Moo Kwan Tae Kwon Do – Sunnyvale Club classes which includes, but not be limited to, martial arts instruction and related training, that commonly involve techniques such as kicks, strike, blocks, throws / takedowns, joint locks / arm bars, traps / pins, grabs (inclusive of chokes)/crushes, and nerves/pressure points; falls and rolls; self-defense training; and sparring (hereinafter collectively referred to as "Activities").
2. I represent and warrant that I am either of proper physical condition to participate in the Han Moo Kwan Tae Kwon Do – Sunnyvale Club Activities understanding the demands and nature of the Activities provided above or accept full responsibility for my participation therein in my current physical state. I agree to disclose all medical conditions, ailments and other issues to Han Moo Kwan Tae Kwon Do – Sunnyvale Club prior to my participation in the training and understand that my failure to do so further waives Han Moo Kwan Tae Kwon Do – Sunnyvale Club's liability from any and all injuries or other outcomes related to my continued participation in the training.
3. I fully understand and acknowledge that Han Moo Kwan Tae Kwon Do – Sunnyvale Club Activities are inherently high risk, and involves strenuous physical exertion, contact with other participants, and the potential for physical injury.
    - These risks include, but are not limited to scrapes, cuts, bloody lips/noses, bruises, sprains, torn ligaments, muscle strains, fractures, broken bones, joint dislocations, concussions, or and more serious injuries, disability, or death.
    - The social and economic losses and/or injuries that could result from these risks described above could be severe.
    - These risks may be caused by the action or inaction of myself or others, including, but not limited to, Han Moo Kwan Tae Kwon Do – Sunnyvale Club and/or other participants; the policies and directives of the Han Moo Kwan Tae Kwon Do – Sunnyvale Club; or the nature of the facilities or equipment used. There may be other risks and dangers not known to us or are not reasonably foreseeable at this time.
4. I understand, accept and assume the above risks and dangers, both known and unknown, to me and my property and I assume full responsibility for the injuries, maladies, losses and/or damages, including death that may be sustained by me, or any loss or damage to property owned by me as a result of being engaged in such an activity, whether caused by the negligence of releasee or otherwise.
5. I understand and accept that I use any and all equipment and facilities "as-is" and at my own risk and peril, and I hold Han Moo Kwan Tae Kwon Do – Sunnyvale Club harmless from any and all consequences resulting therefrom, including, but not limited to, injury, malady, loss and death,

regardless of the cause. I further understand that said use is voluntary and by my own choice, and I may refuse said use and/or request the use or application of alternative equipment and facilities, although Han Moo Kwan Tae Kwon Do – Sunnyvale Club is not obligated either to provide alternate accommodations or to compensate me for its refusal to do so.

6. I further agree to become familiar with the policies and directives of the Han Moo Kwan Tae Kwon Do – Sunnyvale Club concerning participant responsibilities and not to violate said policies and directives or instruction made by the person or persons in of said activity and that I will further assume the complete risk of any activity done in violation of any policy or directive or instruction.
7. From time to time, Han Moo Kwan Tae Kwon Do – Sunnyvale Club may host, organize or sponsor social and other extracurricular activities and events that may or may not be directly related to the Activities. I understand that my involvement and/or participation in them is completely voluntary and agree that the terms of this Agreement shall extend to, and include, such events and activities.
8. I hereby voluntarily waive, release, and discharge any and all claims, demands, or causes of action that I have or may have in the future against the Han Moo Kwan Tae Kwon Do – Sunnyvale Club and its officers, instructors, coaches, volunteers, and training facility (collectively, the "Released Parties") for any and all injuries, losses, damages, liabilities, or other harm that I may suffer as a result of my participation in the Activities, or any events or activities hosted, organized or sponsored by the Han Moo Kwan Tae Kwon Do – Sunnyvale Club; any action or non-action undertaken by Han Moo Kwan Tae Kwon Do – Sunnyvale Club; all acts of negligence on the part of Han Moo Kwan Tae Kwon Do – Sunnyvale Club; or any rescue/emergency actions or first aid undertaken by Han Moo Kwan Tae Kwon Do – Sunnyvale Club, if any, except for those caused by the gross negligence or willful misconduct of the Released Parties. This Agreement shall extend to my personal representatives, assigns, executors, heirs and next of kin.
9. I agree to indemnifying and holding harmless the Released Parties from any and all claims, demands, losses, actions, and liabilities, including costs and attorney fees, arising out of or in connection with my participation in the Activities, or any breach of this Agreement by me.
10. I further expressly agree that this Agreement is intended to be as broad and inclusive as permitted by law. Any portion that is uncertain or challenged as to its validity or enforceability shall be interpreted so that it most closely reflects the intent of the parties in entering into this Agreement, to the greatest extent permitted by law. Otherwise, if any portion herein is held invalid or otherwise legally unenforceable by a court of competent jurisdiction, both Han Moo Kwan Tae Kwon Do – Sunnyvale Club and I agree that the remainder of this Agreement shall remain in full force and effect.

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I have read, understand and agree to the above.

Participant Name: _____

Name of Parent/Guardian (if Participant is a minor): _____

Signature of Participant / Parent or Guardian (if minor): _____

Date: _____

Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____