



## Photos

**Release of Image and Likeness.** Can we use photos of you for our website or promotional materials?

**Yes.**  **No.** I grant SHAOLIN KUNG FU & TAI CHI LLC the right to use and reproduce any photographs, audio, and visual recordings of myself or members of my family for any lawful purpose, including but not limited to advertising, promotion, trade, or marketing communication material, including print brochures and online websites.

### Release and Waiver from Liability and Terms (Health or Physical Condition)

If you have a health or physical condition, or had recent surgery, do you understand that you are urged to consult with a physician and receive medical clearance before starting a martial arts program?  Yes  No Are you pregnant?  Yes  No  Not

Applicable. If you are pregnant, have you consulted with a physician or received medical clearance prior to starting a martial arts program?  Yes  No

### Emergency

Please indicate any special needs or specific actions that should be taken in the event of an emergency. In the event of an emergency, please indicate if you are allergic to any medicines, such as penicillin.

\_\_\_\_\_ In exchange for participation in the activity of Martial Arts and other activities organized by SHAOLIN KUNG FU & TAI CHI LLC ("SHAOLIN"), of 50 Mount Bethel Rd, Warren, New Jersey, 07059 and/or use of the property, facilities and services of SHAOLIN, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to **observe and obey all posted rules and warnings**, and further agree to follow any oral instructions or directions given by SHAOLIN, its officers, employees, instructors, representatives, or agents.
2. I understand that martial arts can be a strenuous form of exercise. I understand that it is my responsibility to **obtain a physical examination** before starting a martial arts program, to regularly consult with my doctor or health care professional, and to regularly monitor my own condition and equipment at all times.
3. I understand that martial arts training involves physical activity and that my participation might result in injuries. Therefore, **I assume all risks and responsibilities of any injury or damage** incurred while engaging in any martial arts or physical exercise activity, class, program, instruction, or event on the premises or at special events off the premises, including the use of any martial arts equipment.
4. I understand that there are certain **inherent risks associated with martial arts activities** and other types of exercise. I further understand that such risks may be known and unknown: these risks may be due to my own actions as well as the action, inaction or negligence of others, the regulations of participation, the conditions of the premises or equipment used. I assume full responsibility for any and all personal injury to myself or to others, and further release and discharge SHAOLIN, its officers, employees, instructors, representatives, or agents, for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of SHAOLIN, whether caused by the fault, action, inaction or negligence of myself, my family, SHAOLIN or other third parties.
5. I agree that in the event of an injury, I give permission to employees, instructors, or others at SHAOLIN to use **first aid and CPR** in any circumstance in which they judge is necessary; to arrange for all necessary **medical treatment** for which I shall be financially responsible; and to seek or authorize appropriate medical treatment or attention on behalf of myself or my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital. This authority begins on the date signed and continues indefinitely.
6. I understand that I am voluntarily **releasing my rights to seek compensation** for all manner of damages that I may otherwise have had. On behalf of myself and my spouse/partner, children, parents, guardians, heirs, next of kin, personal representatives, assigns and estate, I hereby voluntarily and forever release and discharge SHAOLIN, its officers, employees, instructors, representatives, or agents from, and agree not to sue SHAOLIN, its officers, employees, instructors, representatives, or agents, for any and all present and future claims, demands, actions, causes of action, damages, losses or any other alleged liabilities or obligations, whether known or unknown, for any injuries to me or my child while engaging in any activity at SHAOLIN which arise out of, result from or are caused by, the negligence of SHAOLIN, its officers, employees, instructors, representatives, or agents. I understand and agree that this Release shall apply even if it is determined, or could be determined, that SHAOLIN, its members, owners, instructors, business invitees, other students, and participants in martial arts activities caused or partially caused, the damages and/or injuries I sustained, even if my damages or injury was caused intentionally and/or negligently.
7. I agree to pay for all **damages to the facilities** of SHAOLIN caused by my or my family's negligent, reckless, or willful actions. I agree that SHAOLIN is not responsible for **personal property that is lost, stolen, or damaged** while in, on, or about the premises, including personal property that may be stored in the lockers. I agree that any legal or equitable claim that may arise from participation in martial arts activities shall be resolved under New Jersey law.
8. I agree that if any portion of this Release is found unenforceable or invalid by a Court of Law, the remainder of the Release shall continue in full legal force and effect. I agree that if legal action is taken for any reason, SHAOLIN shall be entitled to reasonable attorneys' fees for the enforcement of this Release.

I have read this Release in its entirety. I understand that this Release is legally binding and releases SHAOLIN from negligence to the fullest extent permitted by law. By signing this Release, I understand that I am giving up or waiving any right that I may otherwise have to bring legal action against SHAOLIN, its officers, employees, instructors, representatives, or agents. I also understand this Release cannot be modified orally. This Release is effective from the date signed below. Parent or Guardian (if Member is under 18): I am the parent or legal guardian of the above named minor child and, as such, I am authorized to sign this Release. I agree that my minor child and I are bound by and subject to the terms of this Release and Waiver of Liability.

Signature of Member: \_\_\_\_\_

Signature of Parent/Guardian (if Member is under 18): \_\_\_\_\_

Dated: \_\_\_\_\_