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PARTICI	<b>Re</b> PANT NAME:	gistra	tion fee:	Deadline to register: April 1, 2020   WCFMA MEMBERS: \$55. NON A   AGE on tourn day: SEX:	<b>XEX</b> Male	<b>ABER</b> / Fema		

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## MEDICAL RELEASE & LIABILITY WAIVER--See back side for full terms and conditions

<u>AUTHORITY TO TREAT.</u> I, the undersigned, give the instructors, staff and responsible adults the power to authorize medical or other treatment of the person named above under "participant name" subject to the limitations listed herein, if any. If I am not the person so named, I am the parent, guardian, or adult responsible for the person named, and I have the legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian, or adult responsible has been contacted or has consented to the specific treatment provided it does not conflict with the limitations outlined below. This authority begins on the date signed and continues indefinitely.

**INDEMNIFICATION**: I agree not to bring any claim or suit against the Federation, any Federation school, instructors, staff, guests, students, landlord, or any other parties on behalf of myself, my guests, or my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be the subject of such a claim. I further agree that I will not cause to be brought, nor encourage a claim or suit. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify the school, instructors, staff, guests, students, and any and all additional defendants covered by this agreement for all judgments, costs, attorney fees and other expenses incurred as a result of a breach of this agreement. I HAVE READ BOTH PAGES OF THIS DOCUMENT AND UNDERSTAND THE CONTENT. I AGREE TO ABIDE BY THE TERMS AND CONDITIONS.

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## ADVISORY OF RIGHTS AND RESPONSIBILITIES

Safety is not the sole responsibility of Judges and staff. Everyone is responsible for their own safety and the safety of those around them. All students have the right and responsibility to excuse themselves from any event they believe will be harmful to them. All students must evaluate each situation in the context of their skill and current physical condition, and conduct each event in a manner that is safe. If an judge gives an instruction that is unsafe for that student, it is the student's responsibility to evaluate the judge that the skill may be unsafe. All students have the right and responsibility to evaluate the extend of harm, stopping what they are doing even if they are competing with a partner, and determining if it is safe to continue. Unless a student is certain that a practice will not create or worsen a problem, the student should not continue.

## ADDITIONAL TERMS AND CONDITIONS

- 1. MEMBER/PARTICIPANT FITNESS. By signing this agreement, the Member/Participant represents to the School that he/she has had an opportunity to observe and participate in the event selected by the Member/Participant prior to signing this agreement and that he/she is physically and mentally fit participate in that program or any others selected by the Member/Participant.
- 2. LIABILITY WAIVER AND RELEASE. The Member/Participant understands and agrees that strict observation of the rules and regulations relative to tournaments and training, including the use of protective equipment, is required and that the use of facilities and the Member/Participant's presence at the tournament are at the sole risk of the Member/Participant. It is understood and agreed by the Member/Participant that martial arts involves defensive and offensive skills and training which include violent and sudden movements and that in connection with the training and instruction sessions, there will be physical contact between Members and that such contact may result in personal injury despite the best intentions and following adequate precautions. The Member/Participant agrees that the School and its judges, agents, employees, operators and authorized representatives, shall not be responsible for and are hereby released from any liability, claim, loss, including loss of property, damage, personal injury, or expense incurred by a Member/Participant or anyone claiming through a Member/Participant, or related to any activity connected with the School including, but not limited to, any caused by the negligence or gross negligence of the School or its judges, Members, agents, employees, operators or authorized representatives.
- 3. COMPLIANCE WITH LAWS AND REGULATIONS. All rights and obligations of the School and Member/Participant under this agreement are subject to all applicable federal, state and local laws and regulations. When in conflict of this agreement, the contents of such laws and regulations shall be deemed to expressly modify this agreement and the agreement shall be deemed to incorporate such text as may be necessary in order to make this agreement in compliance therewith. The School and Member/Participant agree to continue to be bound under the modified agreement including such test and further agree that no other modifications shall be deemed made to the agreement. If any portion of this agreement shall be deemed unenforceable, no other portion shall be unenforceable. Any waiver or delay by the School in enforcing any right under this agreement will not be a waiver or release thereof.
- 4. ACCEPTANCE OF PARTICIPANT. Upon acceptance as a competitor, the Member/Participant agrees to faithfully comply with all provisions, terms and conditions hereof, including all rules and regulations of the tournament. The tournament director reserves the right to immediately suspend or terminate any Member/Participant from participant or enjoyment of rights under this agreement for failure to comply with rules and regulations of the School. Suspension or termination of a Member/Participant shall not entitle the Member/Participant to a refund or credit for any fees paid or cancel any unpaid balance due.
- 5. NON-USE/NO-SHOW/CANCELLATION. The failure or inability of the Member/Participant to participate in the tournament or to use the facilities or services for any reason, will neither relieve nor suspend the Member/Participant's obligation to make all payments required under this agreement, nor entitle the Member/Participant to a refund of fees paid.
- 6. PHOTOS: I agree that any photos taken of or by me, or my child, in connection with the tournament may be used for publicity without compensation at this or any time.
- 7. SEVERABILITY. If any clause, sentence, phrase or statement is found unenforceable or invalid by any Court of law, the remainder of the document shall remain valid enforceable and the invalid clause, sentence, phrase or statement shall be considered struck from the document.
- 8. DURABILITY. This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of the tournament, training, and/or visiting the school if this document was signed after that date.