

# The HardCore Gym, Inc.

## ASSUMPTION OF RISK AND LIABILITY AGREEMENT

Student Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Phone Number \_\_\_\_\_ Email address \_\_\_\_\_

Parent Name(s) if student is minor under 18 \_\_\_\_\_

### AUTHORITY TO TREAT

I, the undersigned, give the instructors, staff, and responsible adults the power to authorize medical or other treatment of the person named above under "Student Name," subject to the limitations listed below, 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.

Limitations to Treatment: \_\_\_\_\_

\_\_\_\_\_

Information of Medical Significance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By giving my authorization, I assume responsibilities for all decisions made, provided they are reasonable decisions under the circumstances based upon the knowledge and understanding of the person making the decisions, and I trust their judgment and offer the benefit of the doubt to them in any claim or legal proceeding. This presumption may only be overcome by clear and convincing evidence that they acted with malice or willful gross negligence, and, if so, they may still be liable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Relationship (if other than self)

I understand that the instructors, senior students, or others may have some skills in first aid, CPR, and, at their discretion, I authorize them to use those skills and techniques to assist in any circumstance in which they judge their skills would be necessary or helpful.

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## **ADVISORY OF RIGHTS AND RESPONSIBILITIES**

Safety is not the sole responsibility of instructors and staff. Everyone in class 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 exercise 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 drill in a manner that is safe. If an instructor gives an instruction that is unsafe for the student, it is the student's responsibility to inform the instructor that the skill may be unsafe. The instructor will routinely excuse the student from unsafe exercises and drills. The instructor may ask for an explanation, and the student is expected to provide one.

All students have a responsibility to train and conduct themselves in a manner that helps all students and instructors remain safe. Students must give those who are training enough room to avoid interfering with, and avoid being accidentally struck by, someone else practicing, which is especially important when others are practicing with weapons.

In the event of an injury, students have the right and responsibility to evaluate the extent of harm, stopping what they are doing even if it includes a partner, and determining that it is safe to continue. Unless a student is certain that further practice will not create or worsen a problem, all students are encourage to stop what they are doing and inform an instructor. In the event of a serious injury, or appearance of a serious injury, all students, instructors, staff, and visitors, notably parents, have the right to call a stop to a particular training exercise.

If a student notes an unsafe training situation which may include a student performing a skill incorrectly, a student not being careful about others, a defect in a piece of training equipment, a potentially dangerous obstacle or condition on the floor, or anything else that may cause or lead to harm of students, instructors, staff, visitors, or guests, then the student is expected to correct the situation if within his ability, or notify an instructor of staff member immediately. If something is simple to correct, such as picking up a weapon left on the floor, the student should correct the situation. If the situation may require the authority of the instructor of staff, or if it is not a simple matter, then an instructor or staff member should be notified immediately.

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## **ASSUMPTION OF RESPONSIBILITIES AND RISK**

Martial arts is a potentially dangerous activity. Bumps, bruises, scrapes, scratches, and soreness are commonplace, and most students will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude, and students can expect to encounter these injuries infrequently. The possibility of more serious injury exists, including fractured bones, broken bones, torn ligaments, though not all students encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling or death, though this is certainly not expected in this martial arts class.

I understand the above statement of risk, and I understand the rights and responsibilities of students. I assume responsibility for my own safety (or the safety of my child), understanding and accepting the risks involved with martial arts training. Even if the instructor has informed me that no serious injuries have ever happened in this facility or with any of the instructors, I understand that this does not mean that there is no possibility of harm. By assuming this risk, I completely absolve all instructors, staff, students, guests, visitors, landlords, managements companies, and any and all other parties of liability for my harm, unless intentionally caused in criminal conduct.

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## **NOTICE AND CONSENT TO INSTRUCTORS**

This martial art class seeks to make use of highly trained, professional instructors, with both expertise and experience both in the arts we teach and in teaching. The head instructor or any other qualified instructor may teach classes. Should an instructor be unavailable for a given class, a junior instructor, senior student, or guest instructor may teach. The choice of the instructor is left to the discretion of the head instructor.

I understand that I may not always have the instructor I desire, but I shall seek to learn from whomever is teaching, to show the respect due the position of teacher to whomever is teaching, and to conduct myself in accordance with the etiquette established at this class. I understand that I have the responsibility for my own safety without regard to who is teaching the class. I specifically consent to any instructor that the head instructor feels is sufficiently qualified by any standards he sets to teach the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

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## **NOTICE OF PHYSICAL CONTACT**

Complete martial arts training involves a wide variety of skills. While practicing these skills, students may have contact with any portion of the body. The groin may be the target of kicks, strikes, and grabs. The chest, buttocks, groin, or any part of the body may be contacted by any part of the training partners body during training by martial arts techniques, or incidentally contacted while performing a martial arts technique targeting another portion of the body.

When male and female students train together, or when adult and minor students train together, and in any other training combination, the purpose and intent of the class, instructors, and staff is to provide an environment for all students to learn and practice martial arts and self-defense. Students are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should any student feel a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and unacceptable advantage of training contact, or if a student is made uncomfortable by any training exercise or partner, then that student has the right to withdraw from the exercise or drill. If the conduct of the training partner appears inappropriate, the student should inform an instructor privately. If the conduct of the training partner or any training partner appears criminal, then an instructor should be informed and the authorities may be notified either by the student or the instructor, or both.

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## **CONSENT TO PHYSICAL CONTACT**

I understand the nature of physical contact in martial arts training, and I understand that I have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training or makes me uncomfortable. I agree to abide by school etiquette in all matters pertaining to training, and I shall not in any way conduct myself inappropriately or to take inappropriate advantage of the contact martial arts training allows.

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## **ADVISORY OF MEDICAL EXAMINATION AND PHYSICIAN ADVICE**

Because martial arts is a physically based, athletic activity, participants must be in reasonably good health and physical condition. Those who are not in reasonably good health and physical condition due to age, illness, disability, infirmity, or any other reason, should not participate in such activity. Before undertaking such an activity, a student (or parent of a student) is advised to obtain a physical examination of the student by a qualified physician and to seek a physician's advice regarding whether or not the student should participate in such activity. If a student suffers from any type of ongoing or recurrent medical problem or physical limitation, it is essential that the student seek the advice of a physician before engaging in martial arts activity.

I understand the above statements, particularly that I should obtain a physical examination and physician's advice as to whether or not I should engage in martial arts activity. If I am a parent of a minor child enrolling in the class, I understand that my child should receive a physical examination and physicians advice as to whether or not my child should engage in martial arts activity. I understand and agree that I assume any and all risks of any injury and harm that may result from my failure to both obtain a physical examination and a physician's advice for myself (or for my child if a parent) before I (or my child if a parent) undertakes martial arts training. Further, I agree to completely absolve all instructors, staff, students, visitors, guests, landlord, management companies, and any other parties for any injury or harm I (or my child if a parent) may receive as a result of my failure to obtain a physical examination and physician's advice for myself (or for my child if a parent).

By participating in martial arts activity, I am certifying that I am in reasonably good health and physical condition and am capable of taking part in such activity, regardless of whether or not I have received a physical examination or sought the advice of a physician. If I am parent of a child participating in martial arts activity, I am certifying that my child is in reasonably good health and physical condition and is capable of taking part in such activity, regardless of whether or not my child has received a physical examination or sought the advice of a physician.

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## **INDEMNIFICATION BY PARENTS**

### **Applicable only to Parents Enrolling Minor Child**

I agree not to bring any claim or suit against the instructors, staff, guests, students, landlord, or any other parties on behalf of 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 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.

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## **ARBITRATION CLAUSES**

Should any dispute arise between me, my child, or anyone acting on behalf of my child, regarding this class, then I specifically agree that the dispute shall be resolved in binding arbitration. Should a suit be filed in Court, I specifically authorize the Court to order the case to binding arbitration.

## **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 and enforceable, and the invalid clause, sentence, phrase, or statement shall be considered struck from the document

## **DURABILITY**

This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting the class if this document was signed after that date.

**I have read this document in its entirety, and I understand the complete content of it. I agree to abide by the terms of it.**

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

For Minor Students Only:

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date