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## **CUONG NHU ORIENTAL MARTIAL ARTS RELEASE, CONSENT AND ASSUMPTION OF RISK STATEMENT**

*Please carefully read the following, fill out, sign and return. Thank you.*

I, \_\_\_\_\_, (print name) the undersigned, having attained the lawful age of (18 or older), agree that I shall hereafter and forever fully release Cuong Nhu Oriental Martial Arts Association ("The Association"), its affiliated programs, its agents, instructors, officers and directors, and all members of The Association, from any cause of action, claim or liability for damages, losses, costs and expenses, including but not limited, to any claims for personal injuries to myself resulting from or arising out of negligence of The Association, its agents, instructors, officers and directors, and all members which may result from my participation in self defense training, instruction, testing and other related activities.

I fully understand that there are risks associated with martial arts and self defense training including, but not limited to bodily injury, communicable diseases, partial or total disability, paralysis and death. In accordance with the law, The Association, its agents, instructors, officers and directors do not exclude individuals with medical conditions that do not pose a medically recognized threat to the health or safety of other students in the normal course of training. I understand that there are some unavoidable circumstances, where these conditions may require special caution on my part to minimize danger to myself and others. And I acknowledge that it is my responsibility to act accordingly. In particular, I understand that some students may be infected with diseases such as HIV/AIDS or Hepatitis -B which can be transmitted by exchanges of blood or other bodily fluids and that I may be training with them.

I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS OF DEATH, ILLNESS OR INJURY FOR MYSELF SUSTAINED WHILE PARTICIPATING IN CUONG NHU ORIENTAL MARTIAL ARTS AND ANY ASSOCIATED PROGRAMS, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES DESCRIBED THEREIN.

I accept and assume all risk and responsibilities for all losses and damages following any such injury to myself following any such injury, illness, disability, paralysis or death, however caused or alleged to be caused including injuries caused in while or in part by the negligence of The Association, its representatives, agents, employees, instructors, or other participants or owners or leasees of the premises on which any training occurs.

I agree that this Release, Consent and Assumption of Risk Statement covers each and every time that I train or otherwise participate in any activity, listed or unlisted at any location of an activity sponsored by The Association, its agents, instructors, officers and directors.

I agree that I WILL NOT SUE OR MAKE A CLAIM AGAINST the released parties as the result of my participation at Cuong Nhu Oriental Martial Arts or any affiliated programs, at any facility or location at which training occurs.

I agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from all claims, judgements and costs, including attorneys fees, incurred in connection with any action brought as a result of my participation in any activity associated with The Association and its affiliated programs.

Should any provision contained herein be declared invalid, illegal or unenforceable, such provision shall be ineffective without invalidating the remainder of such provision of the remainder of this agreement. In signing the Release, Consent and Assumption of Risk Statement, I am stating that I am fully aware of what I am doing, that I take full responsibility for acts, that I have read carefully and understand this agreement, and that I fully agree with each statement contained in this agreement. I am fully aware that I am responsibility for myself and will be considerate of others. I am aware that I may have the agreement reviewed by legal counsel if I desire. I understand that this Release, Consent and Assumption of Risk Statement is in effect from this moment forward, even if I am not training when an injury, illness, disability, paralysis or death to me should occur.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Telephone(s) / Pager (s) #'s: \_\_\_\_\_