TIGER ROCK MARTIAL ARTS OF KATY MASON TIGER ROCK MARTIAL ARTS OF KATY SOUTH

AGREEMENT OF RELEASE

Student or Parent/Guardian Information Name Home Telephone (__) Address Cell Phone (__) City State Zip Code Email Other Phone (__) Names/Ages of ALL Students: Date of Birth Name Date of Birth Name Date of Birth Name Date of Birth

"RELEASED PARTIES" AS USED HEREIN MEANS LUMBERTON TAEKWONDO ACADEMY, INC. (Tiger Rock Academy), TIGER ROCK MARTIAL ARTS INTERNATIONAL, INC. (TRMAI), THEIR AGENTS, SERVANTS, EMPLOYEES, DIRECTORS, OFFICERS, STUDENTS, AND INSTRUCTORS.

I, or the minor student(s), will be voluntarily participating in a Tiger Rock class, including but not limited to private lessons, free design, extreme free design and/or HanMuDo class (all herein referred to as "Activity") and may attend events associated therewith. I understand that such Activity is a contact sport and has the potential for serious physical injury. In recognition of the possible dangers connected with this contact sport, and in consideration of the instruction in the Activity which I or the student(s) shall be receiving from RELEASED PARTIES, I am voluntarily signing this agreement to waive any right or claim I may have arising out of the instruction of my, or the minor student(s), participation in any Activity. I am releasing RELEASED PARTIES from any and all liability, including medical and health care expenses, for any injury or damage to me or to the minor student(s) arising out of or in any way connected with the instruction or participation in an Activity EVEN IF THE INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PARTY BY THE NEGLIGENCE OR OTHER FAULT OF ONE OR MORE OF THE RELEASED PARTIES.

I, in consideration of the services of the Tiger Rock Academy, the rate charged for those services and the right to engage in **Activities** at the Tiger Rock Academy and/or TRMAI as a student, hereby acknowledge, agree, promise and covenant with **RELEASED PARTIES**, and all other persons or entities which may be connected to or with the Tiger Rock Academy, or TRMAI as follows:

- 1. I HEREBY RELEASE, WAIVE DISCHARGE AND COVENANT NOT TO SUE RELEASED PARTIES from all liability to me, or minor student(s), my, his or her personal representatives, assigns, heirs and next of kin for any and all loss, injuries, or damage, and any claim or demands therefore, on account of injury, death, or illness to me or minor student(s), WHETHER CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE while I, or minor student(s), am participating in any of the Tiger Rock Academy or TRMAI event(s), whether it be active participation or mere observance.
- 2. IACKNOWLEDGE, UNDERSTAND AND APPRECIATE THE INHERENT RISKS, KNOWN AND UNKNOWN, WHICH MAY BE INVOLVED IN THE PARTICIPATION OF ANY ACTIVITY IN THE TIGER ROCK ACADEMY AND TRMAI, INCLUDING, BUT NOT LIMITED TO, RELEASED PARTIES' SPONSORED EVENTS OCCURRING OFF THE TAEKWONDO ACADEMY OR TRMAI PREMISES, EVENTS WHICH BY THEIR NATURE INCLUDE INTENSE, STRESSFUL AND STRENUOUS EXERCISES AND BODY CONTACT. I FURTHER EXPRESSLY CONSENT, UNDERSTAND AND RECOGNIZE THAT THESE RISKS MAY RESULT IN SERIOUS INJURY OR ILLNESS INCLUDING BUT NOT LIMITED TO: BRUISES, BLOODY NOSES, BROKEN BONES, HEART ATTACKS OR OTHER CARDIOVASCULAR DISEASE, OR OTHER SERIOUS INJURY THAT CAN RESULT IN DEATH. I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT THESE RISKS MAY RESULT IN PERSONAL CLAIMS AGAINST ME BY OTHER STUDENTS OR OTHER THIRD PARTIES. I EXPRESSLY COVENANT ON MY BEHALF AND THE MINOR STUDENT(S) NOT TO SUE THE RELEASED PARTIES FOR ANY DAMAGES OR INJURIES WHICH MAY RESULT FROM MY OR THE MINOR STUDENT(S) PARTICIPATION IN THE TAEKWONDO ACADEMY OR TRMAI.

- 3. I ASSUME THE RISK AND FULL RESPONSIBILITY FOR ALL RISK OF BODILY INJURY, INCLUDING, BUT NOT LIMITED TO: BRUISING, BLOODY NOSES, BROKEN BONES, HEART ATTACKS OR OTHER CARDIOVASCULAR DISEASE, OR OTHER SERIOUS INJURY THAT CAN RESULT IN DEATH DUE TO THE NEGLIGENT ACT, ERROR OR OMISSION OF RELEASED PARTIES, WHILE PARTICIPATING IN ANY OF THE TAEKWONDO ACADEMY OR TRMAI EVENT(S).
- 4. I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE ACTIVITIES OF THE TIGER ROCK ACADEMY AND TRMAI MAY AND CAN BE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY OR ILLNESS AND/OR DEATH AND/OR PROPERTY DAMAGE. ILLNESS AS USED THROUGHOUT THIS AGREEMENT OF RELEASE INCLUDES EXPOSURE TO OR CONTRACTING AN INFECTIOUS DISEASE. I, OR MINOR STUDENT(S), ACCEPT AND ASSUME THESE RISKS. I agree that this agreement of release is intended to be as broad and inclusive as is permitted by the laws of the State of Texas or the law of the state in which the event(s) is conducted.
- 5. I release and hold **RELEASED PARTIES** harmless from any and all liability, including, but not limited to, medical or other health care expenses, for any injury or damage to me (or to the minor student(s) occurring on or around the premises of the TaeKwonDo Academy or TRMAI during times even when I or minor student(s) is not participating in any **Activity**. **EVEN IF THE INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACT, ERROR AND/OR OMISSION OR OTHER FAULT OF ONE OR MORE OF THE RELEASED PARTIES.**
- 6. I hereby agree to abide by all rules and regulations of the Tiger Rock Academy and TRMAI. I acknowledge and affirm that I, or the minor student(s), am in good physical condition and do not suffer from any disability or other condition whatsoever which would prevent or limit participation in the Tiger Rock Academy and TRMAI.
- 7. I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASED PARTIES FROM ANY LOSS, LIABILITY, DAMAGE, INJURIES, COSTS (INCLUDING ATTORNEY FEES) THAT MAY OCCUR AS A RESULT OF MY, OR THE MINOR STUDENT(S)'S PARTICIPATION IN ANY OF THE TIGER ROCK ACADEMY OR TRMAI EVENT(S), OR THAT MAY ARISE ON THE PREMISES OF SUCH EVENT(S), EVEN IF THE INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACT, ERROR AND/OR OMISSION OR OTHER FAULT OF ANY OF THE RELEASED PARTIES.
- 8. In the event that any provision hereof shall be adjudged by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not effect the remaining provision, and this agreement of release shall be construed to the extent possible as if such invalid, illegal or unenforceable provision, or part thereof, had never been contained herein.
- 9. I have read this agreement of release and I understand all of its terms and provisions. All of my questions have been answered. I clearly understand all of the risks involved in any **Activity**. There are no oral statements or representations made to me not contained in this agreement. I UNDERSTAND THAT IF I OR THE MINOR STUDENT(S) IS HURT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR SUE ANY OF THE RELEASED PARTIES OR OTHER STUDENTS AND/OR THEIR PARENT OR GUARDIAN.
- 10. I understand and acknowledge that this agreement of release and any prior agreements of release executed by me shall apply to me or the minor student(s)'s current involvement in the **Activity** and will be binding on me and the minor student(s)'s in any subsequent renewal of my membership with any of the **RELEASED PARTIES**.

This agreement is made and entered by student on his/her behalf or, if by parent/guardian then on behalf of the minor student(s) named on the first page of this Agreement.

Date:		
STUDENT/PARENT OR GUARDIAN: THIS DOCUMENT AFFE READ AND UNDERSTAND THIS	ECTS YOU AND/OR YOUR CHILD'S LEGAL RIGHTS. S AGREEMENT BEFORE SIGNING IT.	YOU MUST
Academy Representative & Signature Witness	Signature of Student or Parent/Guardian	

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