

Empowered Martial Arts Studio LLC Waiver

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Empowered Martial Arts Studio LLC has put in place preventative measures to reduce the spread of COVID-19; however we cannot guarantee that you or your child(ren) will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending classes and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 in class may result from the actions, omissions, or negligence of myself and others.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance in an Empowered Martial Arts Studio class. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the studio, its employees, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the studio, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Empowered Martial Arts Studio Program.

In consideration of being permitted to participate in any way in the Martial Arts Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardi- an(s) of the minor participant named below agree.

- 1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below martial arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
- 2. I/WE fully understand and acknowledge that:
- (a) There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability and death.
- (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

- (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
- (d) There may be other risks not known to us or are not reasonably foreseeable at his time.
- 3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, or paralysis caused and whether caused in whole or in part by the negligence of the Releasees named below.
- 4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Empowered Martial Arts Studio LLC used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY OF THE PARTICIPANT OR DAMAGE TO PROP- ERTY, ARISING OUT OF OR RELATING TO THE EVENT(S)

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

Martial Arts SchoolEmpowered Martial Arts Studio,LLC	
Parent or Guardian Signature(if minor)	Date
Parent or Guardian Signature(if minor)	Date
Printed Name of Participant	
Address of Participant	
Received by	