



## **WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, & MEMBERSHIP AGREEMENT**

### **ASSUMPTION OF RESPONSIBILITIES AND RISK - Martial Arts**

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 precaution, 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 school 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, guests, students, landlords, management companies and all other parties of liability for my harm unless intentionally caused in criminal conduct.

### **NOTICE AND CONSENT TO INSTRUCTORS**

This school seeks to make use of highly trained, professional instructors, with both expertise and experience both in the art we teach and in teaching. Classes may be taught by the head instructor or any other qualified instructor. 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 school.

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 school. 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 the school, instructors or staff feel are sufficiently qualified by any standards they set to teach the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

### **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 partner's 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 school, instructors and staff is to provide an environment for all students to learn and practice martial arts and self-defense. Students are expected to always conduct themselves appropriately 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.

### **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 take inappropriate advantage of the contact martial arts training allows.

### **INFECTIOUS DISEASES**

I acknowledge the contagious nature of COVID-19 and other infectious diseases and viruses. I voluntarily assume the risk of being exposed to or infected by COVID-19 or other infectious diseases by use of the property, facilities, services, and/or programs of The ROCK Martial Arts & Fitness 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 or other infectious diseases at, or on the premises of The ROCK may result from the actions, omissions, or negligence of themselves and others, including, but not limited to, The ROCK and its staff, volunteers, and program participants and their families.

### **ASSUMPTION OF RESPONSIBILITIES AND RISK - Fitness Kickboxing & Personal Training**

I recognize that Fitness Kickboxing classes are high intensity, non-contact, anaerobic/aerobic workouts that requires a high degree of physical exertion. The undersigned, or Parent on behalf of the undersigned if a minor, does hereby recognize and assume the risk associated with participating in a high intensity aerobic workout.

I understand that physical training, including the use of exercise equipment, are potentially hazardous activities involving substantial risks and inherent danger. Because physical exercise can be strenuous and subject me to risks of serious injury (including but not limited to musculoskeletal injury, spinal injuries, fainting, abnormal blood pressure responses, and in rare instances heart attack or death), I agree that by participating in physical exercise or training activities, I do so entirely at my own risk. I am aware that exercise equipment (including but not limited to machines, benches, dumbbells, barbells, and other training devices) may cause injury to myself or my trainer due to malfunction or improper use and I take responsibility for the correct and safe use of all equipment and any damages or injury that may occur. I accept sole responsibility for my safety and any damages that may occur whether or not undertaken in my trainer's presence. I am

voluntarily participating in a training program and using exercise equipment with knowledge of the dangers involved. I expressly assume all risks of damages, injury, illness, and death.

I understand that any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are my responsibility and I understand that I should consult with a physician prior to undergoing any dietary changes.

I hereby waive, release, and indemnify Team Carr Inc., DBA The Rock Martial Arts and Fitness and its instructors, officers, agents, or employees, from any liability or claim for any illness, injury or expense due to an illness or injury including any and all actions at law or in equity that may arise as a result of Student's participation in class.

The undersigned does hereby represent himself or herself to be medically fit and able to participate in the training program offered herein.

In the event of an emergency The ROCK Martial Arts and Fitness is hereby authorized to contact the Doctor or other Adult shown at the address and phone number indicated on the other side of this paper. Any change in the address or phone number should be submitted to The ROCK Martial Arts and Fitness

#### **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.

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.

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.

#### **ADVISORY OF RIGHTS AND RESPONSIBILITIES**

Safety is not the sole responsibility of the 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 the 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 and avoid being accidentally struck by someone else practicing.

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 if it is safe to continue. Unless a student is certain that further practice will not create or worsen a problem, all students are encouraged 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, visitors, and 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 or staff member immediately. If something is simple to correct, such as picking up something left on the floor, the student should correct the situation. If the situation may require the authority of the instructor or staff, or if it is not a simple matter, then an instructor or staff member should be notified immediately.

#### **CONSENT FOR PHOTOGRAPHY/VIDEOGRAPHY**

I give my consent for the use of photographs and video recordings of myself (or my child) on The ROCK Martial Arts & Fitness website, social media, or promotional materials.

#### **INDEMNIFICATION BY PARENTS (Applicable only to Parents Enrolling Minor Child)**

I agree not to bring any claim or suit against the school, 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 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.

#### **ARBITRATION CLAUSE**

Should any dispute arise between me, my child, or anyone acting on behalf of my child, regarding this school, 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 enforceable and the invalid clause, sentence, phrase, or statement shall be considered struck from the document.

## **CANCELLATION POLICY**

To cancel your membership, you must sign an official ROCK Termination Agreement Form. Requests to cancel a membership that are made through email, phone, text, app message, or any other means of communication will not be fulfilled.

Month to month memberships can be canceled anytime with at least 2 business days of notice.

Monthly memberships have a 30-Day Cancellation Policy. After you sign and date a Termination Agreement, there will be one last payment before your membership will be cancelled.

Paid in full memberships will automatically cancel on the date according to your membership agreement and you may not cancel your membership early. Upon its expiration, you will need to renew your membership.

## **HOLD POLICY**

To put your membership on hold, you must sign an official ROCK Membership Hold Agreement Form at least 5 business days before your next payment. Requests to put a membership on hold that are made through email, phone, text, app message, or any other means of communication will not be fulfilled.

Month to month memberships may go on hold anytime, up to 3 payments/months per year. When your membership goes on hold, a \$15/month account hold fee will be processed. If you return to classes before your scheduled hold ends, a credit will be applied to your account.

Monthly memberships can go on hold anytime, up to 3 payments/months per year. When your membership goes on hold, a \$15/month account hold fee will be processed. If you return to classes before your scheduled hold ends, a credit will be applied to your account. If you want to cancel your membership while on hold or following a hold, the 30-day cancellation policy still applies, and one final membership payment will be made.

Paid in full memberships cannot go on hold.

## **OTHER MEMBERSHIP POLICIES**

All payments are final and subject to our "NO REFUND" policy.

Any account more than 5 days past due will be charged a \$10 late fee. The ROCK has the sole right to modify any payment due date and to resubmit returned or declined items (plus applicable fees) without prior notice.

The ROCK will automatically adjust membership rates for family members when necessary (example: family member goes on hold or cancels).

## **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 school if this document was signed after that date.