

**The Way of the Shadow, Inc.**  
**Release and Waiver of Liability and Indemnity Agreement**  
**(Read Carefully Before Signing)**

In consideration of being permitted to participate in any way in the martial arts program offered by The Way of the Shadow, Inc. 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 participant or the parent(s) and/or legal Guardians of the minor participant named below agree:

1. The participant or parent(s) and/or legal guardians will instruct the minor participant that prior to participating in The Way of the Shadow Inc. activities or events, 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 agree 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 The Way of the Shadow, Inc. events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
  - b. The social 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 above.
  - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
  - e. Participation in The Way of the Shadow, Inc. programs may aggravate prior injuries and chronic health problems and accept and assume all risks and responsibility for such injuries and the resulting losses from such injuries.
3. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis, or death, however 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, The Way of the Shadow, Inc. facility used by the participant, including its owners, managers, promoters, leasees of the 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, offices, agents, employees, all for the purpose referred to as "Releasee" from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death or the participant or damage to property, arising out of or relating to the event(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASE BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waive, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid. It is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardians for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parent(s) and or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf - and hold them harmless.
8. I/We acknowledge that The Way of the Shadow, Inc. recommends that all participants and minor participants should consult a physician before engaging in any event(s) and programs conducted by The Way of the Shadow, Inc. This is the complete responsibility of the participant or parent(s) and/or legal guardian of minor participant.
9. I/We acknowledge that The Way of the Shadow, Inc. activities may require that two (2) or more individuals, male or female, work together in close physical contact. I realize that this contact is solely for instructional or training purposes and that such physical contact is in no way any form of sexual harassment. I/We will inform The Way of the Shadow, Inc. staff if I/We feel uncomfortable with such contact prior to participation in any form of training.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTIONS OR RISK, AND INDEMNITY AGREEMENT FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_

Parent or Guardian Signature (if minor) \_\_\_\_\_ Printed Name of Parent/Guardian \_\_\_\_\_

Address of Participant \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_