



Taekwondo and Sports Conditioning Academy, LLC

RELEASE AND WAIVER

Student or Parent/Guardian Information:

Name _____

Email _____

Telephone _____

Trial Date: _____

Names / Ages of ALL Students:

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

"RELEASED PARTIES" AS USED HEREIN MEANS TAEKWONDO AND SPORTS CONDITIONING ACADEMY LLC, DBA JOURNEY MARTIAL ARTS (MARTIAL ARTS ACADEMY), THEIR AGENTS, SERVANTS, EMPLOYEES, DIRECTORS, OFFICERS, MANAGERS, OWNERS, SHAREHOLDERS, LICENSEES, STUDENTS, VOLUNTEERS AND INSTRUCTORS.

I, or the minor student(s), will be voluntarily participating in a Martial Arts class, including but not limited to Taekwondo, and other Fitness and strength-conditioning, private lessons, free design, extreme free design, agility course, lock-ins, after school pick-up and care, and/or birthday parties (all herein referred to as "**Activity**") and may attend events, such as but not limited to tournament and test 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 PART BY THE NEGLIGENCE OR OTHER FAULT OF ONE OR MORE OF THE RELEASED PARTIES.**

I, in consideration of the services of the Martial Arts Academy, the rate charged for those services and the right to engage in **Activities** at the Martial Arts Academy 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 Martial Arts Academy 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 Martial Arts Academy event(s), whether it be active participation or mere observance.

2. I ACKNOWLEDGE, UNDERSTAND AND APPRECIATE THE INHERENT RISKS, KNOWN AND UNKNOWN, WHICH MAY BE INVOLVED IN THE PARTICIPATION OF ANY ACTIVITY IN THE MARTIAL ARTS ACADEMY, INCLUDING, BUT NOT LIMITED TO, RELEASED PARTIES' SPONSORED EVENTS OCCURRING OFF THE MARTIAL ARTS ACADEMY PREMISES, AND 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 RELEASED PARTIES, OR 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

Continued on the back side



Taekwondo and Sports Conditioning Academy, LLC

DAMAGES OR INJURIES WHICH MAY RESULT FROM A RELEASED PARTY OR THE MINOR STUDENT(S) PARTICIPATION IN THE MARTIAL ARTS ACADEMY.

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 MARTIAL ARTS ACADEMY EVENT(S).

4. I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE ACTIVITIES OF THE MARTIAL ARTS ACADEMY MAY AND CAN BE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY OR ILLNESS AND/OR DEATH AND/OR PROPERTY DAMAGE. I, OR MINOR STUDENT(S), ACCEPT AND ASSUME THESE RISKS. I agree that this release and waiver 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 Martial Arts Academy 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 Martial Arts Academy. 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 Martial Arts Academy.

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 MARTIAL ARTS ACADEMY 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 affect 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**.

11. I grant Taekwondo and Sports Conditioning Academy LLC DBA Journey Martial Arts and its photography contractor, managers, employees, and agents, the right to take photographs of me and my family in connection with the Academy classes and events. I authorize Journey Martial Arts, its assigns and transferees to copyright, use and publish the same in print and/or electronically. **I AGREE THAT JOURNEY MARTIAL ARTS MAY USE SUCH PHOTOGRAPHS OF THE STUDENT AND THE STUDENT'S FAMILY WITH OR WITHOUT THE NAME AND FOR THE ANY LAWFUL PURPOSE, INCLUDING FOR PUBLICITY, ILLUSTRATION, ADVERTISING, AND WEB CONTENT RELATED TO JOURNEY MARTIAL ARTS.**

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.

Academy Representative/Signature Witness

Signature of Student or Parent/Guardian

Date: _____

STUDENT/PARENT OR GUARDIAN: THIS DOCUMENT AFFECTS YOU AND/OR YOUR CHILD'S LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING IT.

7032 Wood Hollow Dr., Suite 105, Austin, Texas • (512) 670-971



Taekwondo and Sports Conditioning Academy, LLC

RELEASE AND WAIVER ADDENDUM

As the current condition caused from the Covid19 starting March 1, 2020 has resulted in students training at a remote site across the United States , and with the possibility of reopening onsite training, or providing outdoor training pursuant to guidance provided by the State of Texas, all students agree to the following terms in addition to the standard release form signed.

"RELEASED PARTIES" AS USED HEREIN MEANS TAEKWONDO AND SPORTS CONDITIONING ACADEMY LLC, DBA JOURNEY MARTIAL ARTS (MARTIAL ARTS ACADEMY), THEIR AGENTS, SERVANTS, EMPLOYEES, DIRECTORS, OFFICERS, "MANAGERS, OWNERS, SHAREHOLDERS, LICENSEES, STUDENTS, VOLUNTEERS AND INSTRUCTORS.

"STUDENT" AS USED HEREIN MEANS A MEMBER OF TAEKWONDO AND SPORTS CONDITIONING ACADEMY LLC, DBA JOURNEY MARTIAL ARTS (MARTIAL ARTS ACADEMY) INCLUDING PARENTS AND LEGALS GUARDIANS, IF THE MEMBER IS A MINOR, AND ANY MEMBER OF THE FAMILY OR FRIENDS OF THE MEMBER WHO MAY BE INVOLVED IN ACTIVITIES ASSOCIATED WITH THE ACADEMY.

STUDENT understands that to assure the instructor led training, it is necessary and required for all participating students to allow to be viewed live during training for the purpose of allowing the instructor to make safety correction during training. It is solely the **STUDENT's** responsibility to facilitate such connectivity. **STUDENT UNDERSTANDS AND AGREES THAT THE TRAINING VIDEOS ARE PROVIDED AS A TRAINING AID AND ARE NOT A REPLACEMENT FOR LIVE TRAINING AND THE RELEASED PARTIES HAVE NO RESPONSIBILITY FOR THE STUDENT SAFETY WHEN THEY TRAIN ON THEIR OWN OR WHEN THEY TRAIN LIVE WITHOUT ENABLING THE VIDEO.**

STUDENT understands and agrees that onsite or outdoor attendance, when provided by the MARTIAL ARTS ACADEMY, is on voluntary basis, and agrees to follow all required safety regulations provided by law and the MARTIAL ARTS ACADEMY'S specific instructions. **THE STUDENT AGREES AND UNDERSTANDS THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE, UNDER ANY CONDITIONS, FOR ANY INJURY OR SICKNESS THAT MAY ARISE FROM THIS VOLUNTARY ATTENDANCE AT THE ONSITE OR OUTDOOR TRAINING.**

The **STUDENT** releases the **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 PART BY THE NEGLIGENCE OR OTHER FAULT OF ONE OR MORE OF THE RELEASED PARTIES.**

STUDENT AGREES TO TAKE FULL RESPONSIBILITY to provide a safe environment at the remote site to train and the **RELEASED PARTIES** have no responsibility for the environment safety where the student is training.

THE STUDENT ACKNOWLEDGES, UNDERSTANDS AND APPRECIATES THE INHERENT RISKS, KNOWN AND UNKNOWN, WHICH MAY BE INVOLVED IN THE PARTICIPATION OF ANY ACTIVITIES OFFERED BY THE MARTIAL ARTS ACADEMY INCLUDING, BUT NOT LIMITED TO, RELEASED PARTIES' SPONSORED CLASSES OCCURRING OFF THE MARTIAL ARTS ACADEMY PREMISES, AND EVENTS WHICH BY THEIR NATURE INCLUDE INTENSE, STRESSFUL AND STRENUOUS EXERCISES.

THE STUDENT AND THE LEGAL GUARDIANS 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 MARTIAL ARTS ACADEMY EVENT(S), OR THAT MAY ARISE OFF 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.

Academy Representative/Signature Witness

Signature of Student or Parent/Guardian

Date: _____

STUDENT/PARENT OR GUARDIAN: THIS DOCUMENT AFFECTS YOU AND/OR YOUR CHILD'S LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING IT.

7032 Wood Hollow Dr., Suite 105, Austin, Texas • (512) 670-971