



# Yukon Academy of Martial Arts

38-B Lewes Blvd. Rendezvous Plaza, Riverdale, Whitehorse, YT Y1A 5Y5, Canada

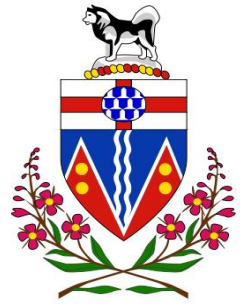
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## RELEASE OF LIABILITY,

WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ THIS CAREFULLY

### Concerning

**Martial Arts training at YAMA 2012-2016**

(PLEASE Read it and PRINT CLEARLY)

### DEFINITION

In this agreement the term "Martial Arts" shall include all activities in any way related to the **Bu-jutsu (Martial Arts of Samurai)** or **YESHUA-DO Martial Arts** ("Peaceful-Warrior" martial arts program), including, but not limited to, orientation and instruction sessions; transportation or travel to and from program activities, sparring or training work, loading and unloading of vehicles; all activities while participating in the program, and accommodation.

### ASSUMPTION OF RISK

I am aware that Martial Arts involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the activities; negligence of other participants, negligence of other parties participating in Yukon Academy of Martial Arts programs and NEGLIGENCE ON THE PART OF **YESHUA-DO Martial Arts** TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGER AND HAZARDS ASSOCIATED WITH MARTIAL ARTS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I am aware that the physical exertion required in Martial Arts and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I understand that if I know or suspect that my physical condition may be incompatible with Martial Arts and that I should seek medical advice before undertaking Martial Arts offered by the **YESHUA-DO Martial Arts**.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **YESHUA-DO Martial Arts** agreeing to my participation in their programs and permitting my use of its equipment, parking, and other facilities, and for other good and valuable considerations, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **Bu-jutsu, YESHUA-DO Martial Arts, ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES** (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expenses or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in Martial Arts, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, C. 0.2, ON THE PART OF THE RELEASEES AND FURTHER INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE MARTIAL ARTS REFERRED TO ABOVE.

Full name \_\_\_\_\_

and

Initial Here \_\_\_\_\_

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Martial Arts:
3. That this Agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.
4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Territory of Yukon and any litigation involving the parties to this Agreement shall be brought within the Yukon Territory.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of Martial Arts, other than what is set forth in this agreement.

I have read and understood this agreement prior to signing it. I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releases.

The YAMA do not insure its members; if you want to you should do that by yourself and your children.

This agreement must be completed in full, dated and signed by the student and Witnessed, before starting Training!

FIRST and LAST NAME OF PARTICIPANT \_\_\_\_\_

SIGNATURE OF PARTICIPANT \_\_\_\_\_

NAME OF PARENT/GUARDIAN (if under 18 years of age) \_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE \_\_\_\_\_

NAME OF WITNESS \_\_\_\_\_

SIGNATURE OF WITNESS \_\_\_\_\_

Whitehorse, date \_\_\_\_\_



*"The Way Of The Warrior Is To Stop Trouble Before It Starts"*