

E.L.M.A.C. / K.M.A.C.

LIABILITY WAIVER

COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK

IN CONSIDERATION of permission granted now or in the future by Korean Arts Centre (referred to as K.M.A.C.) and Elliot Lake Martial Arts Centre (referred to as E.L.M.A.C.). To use the the facilities and enroll in classes at the K.M.A.C. and E.L.M.A.C. School and agree and acknowledge (ALL K.M.A.C. REFERENCES ALSO APPLY TO E.L.M.A.C.)

1.) In the Agreement

a.) "Participating in" means going to, coming from, before, after or during.

b.) "The activities" include, but are not limited to the following sporting and recreational activities either collectively or individually.

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| •Weight Training | •Weapon Training | •Participation in Classes |
| •Self Training | •Punching Bag Training | •Voluntary Sparring |
| •Tournament | •Grapping | •Cardio |
| •Boxing | •Judo | •Acrobatics |

c.) Words in the singular form shall be construed to include the plural and vice versa as the context requires.

2.) I release K.M.A.C. from a liability and waive against the K.M.A.C. all resources, loss of damage, including any consequential damage or loss, claim, causes of action of any kind whatsoever and I voluntary accept the legal risk, thereby expressly giving up any right of action, and the physical risk arising from all liability whether such liability arises in contact, by reason of negligence, or by reason of breach of duty raised by statute, or in any other manner whatsoever.

3.) I further acknowledge and agree;

a.) That the activities can be dangerous, exposing participants to risks and hazards, some of which are inherent in the very nature of the sport itself, other which result from NEGLIGENCE OR FAULT on the part of the person involved and organizing or staging the activities;

b.) That as a result of the aforesaid risks and hazards, I as a participant may suffer personal injury, even death as well as property loss;

c.) That some of the aforesaid risks and hazard are foreseeable but others are not;

d.) That I nevertheless freely and voluntarily assume all the aforesaid risks and hazard and that, accordingly, my use of the facilities while participating in any of the activities shall be entirely at my own risk;

e.) That I understand the K.M.A.C. assumes no responsibilities or liabilities whatsoever for my safety while I am participating in any of the activities.

f.) That I have carefully read the COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK, that I fully understand same and that I am freely and voluntarily executing same;

g.) That I understand that by signing this release, I will be forever precluded from suing or otherwise claiming against the K.M.A.C. for any loss or damaged connected with any property loss, personal injury, or death I may sustain while participating in any of the activities whether or not any such loss or injury is caused solely or partly by the NEGLIGENCE OR FAULT of any sponsoring parties;

h.) That I understand the K.M.A.C. does not permit me to use the facilities now or in the future unless I sign the COMPLETE RELEASE, WAIVER OR CLAIM AND ASSUMPTION OF RISK and this COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK applies to all the activities, whether occurring in the near or distant future and the the terms of the Agreement need not to be brought to my attention each time I am participating in any of the activities in order to be effective:

i.) That this COMPLETE RELEASE, WAIVER OR CLAIM AND ASSUMPTION OF RISK is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;

j.) That in consideration of the foregoing, the student agrees to pay for the course of instruction in the amount of \$60 non refundable.

k.) That I clearly understand that the fighting aspect of this sport and competitions involve bodily contact;

l.) That I am fully aware of my personal medical condition and hereby certify that I am mentally and physically fit to compete at the said Martial Arts classes and tournaments.

By signing this document you give up your legal rights.

This document contains onerous and unusual clauses - READ THOROUGHLY AND CAREFULLY BEFORE ACCEPTING TERMS AND CONDITIONS OF WAIVER.