

Sun Dragon Martial Arts and Self Defense

4534 Westgate Blvd. #101, Austin, Texas 78745

512-416-9735 www.sundragon.org

Student Registration and Medical Disclaimer

Student Name:	Today's Date:
Address:	Date of Birth:
Email:	Primary Phone#:
School & Grade:	Preferred Pronouns:
Parent / Emergency Contact:	Relationship to Student:
Email:	Phone#:

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY.
BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS.

This Release, Assumption of Risk, Waiver of Liability, and Indemnification Agreement (“**Agreement**”) is entered into on the date noted below by the Adult Participant as identified by signature below, and if any minor(s) is/are named below, the Adult Participant on behalf of and as parent or legal guardian for such Child Participant(s) as identified below in favor of Everywoman’s Self-Defense, Inc., which uses the assumed name Sun Dragon Marital Arts and Self Defense (“**Sun Dragon**”). Collectively and severally, Adult Participant and Child Participant, their heirs, successors, and assigns are hereinafter referred to as the “**Participant**.” In consideration of Sun Dragon permitting Participant to enter the Premises and participate in the Activities, as defined below, Participant agrees as follows:

1. RISK AND ASSUMPTION OF RISK. Sun Dragon offers Participants the opportunity to participate in martial arts and self-defense training (“**Activities**”). These activities can help produce many health and wellness benefits. Participants acknowledge that the Activities are active and vigorous and consequently, involve some risks of injury that are inherent to the activity. Even though Sun Dragon takes careful precautions to minimize the risk and frequency of accidents during Activities by having safety rules and by using safe procedures, and even though Sun Dragon reminds Participants to decline to participate in any activity which they feel may not be safe for them at the time for whatever reason, **it is impossible to eliminate all risk and possibility of injury.**

By signing below, Participant acknowledges there are inherent risks and injuries in participating in the Activities, including, but not limited to muscle strains and sprains, bruises, abrasions, contusions, broken bones, ligament and joint injuries, concussion, paralysis, death, or disability.

Participant further acknowledges, understands, appreciates, and agrees that participation may result in possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, Influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

By signing below, Participant acknowledges the risks of the Activities and knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assumes full responsibility for Participant’s voluntary participation and exposure.

2. RELEASE OF LIABILITY. IN FULL APPRECIATION OF THE FOREGOING RISKS, AND IN CONSIDERATION FOR THE RIGHT TO VOLUNTARILY PARTICIPATE IN THE ACTIVITIES, PARTICIPANT HEREBY EXPRESSLY RELEASES AND AGREES NOT TO SUE SUN DRAGON, ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AND SUN DRAGON’S LANDLORD WTV, LTD. (“PROTECTED PARTIES”) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION, INCLUDING NEGLIGENCE CLAIMS, PERSONAL INJURY CLAIMS, AND MENTAL ANGUISH CLAIMS, ARISING OUT OF ANY DAMAGE, LOSS, PERSONAL INJURY, OR DEATH ARISING FROM OR RELATING TO PARTICIPATION IN THE ACTIVITIES. This release includes, but is not limited to, injuries or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone; (b) instruction or supervision; or (c) slipping, tripping, or falling while in the facility or on the surrounding premises. **This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of Protected Parties or from any other cause.**

3. INDEMNITY. PARTICIPANT FURTHER AGREES TO FULLY DEFEND, INDEMNIFY, AND HOLD HARMLESS PROTECTED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND, ARISING OUT OF ANY PARTICIPATION IN ACTIVITIES. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF PROTECTED PARTIES.

4. MEDIATION AND ARBITRATION. Participant agrees that any claim or issue in any way related to or regarding this agreement, including but not limited it enforcement, content, subject matter, or construction, shall be first submitted to mediation, and if such mediation is unsuccessful, then to arbitration, rather than the filing suit in court. Any such mediation and arbitration shall be conducted in Travis County, Texas. I agree that the law of Texas shall apply without regard to the conflict of law rules. Participant agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have read and agree to the above

Student signature (or Parent/Guardian for minors) Date

Print Name

Sun Dragon students must be current with vaccinations per CDC requirements.

I certify that I / my child is current on all vaccinations. **YES** **NO** **Initials:**
