

Liability Waiver & General Release Form

I, _____ (hereinafter "Participant") hereby acknowledge, understand and assume all risks relating to participating in a Physical Fitness / Self-Defense class offered by William Spalding, dba. Fear Ends Here, and/or any other individuals or volunteers involved in the instruction (collectively the "Instructor") and understand agree that my participation may involve injury of some type to and involve risks to Participant's person, or a fellow student, including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks including those which may be caused by the negligence of Participant and/or others, are included within the waiver, release and relinquishment described in this agreement.

Such injury can include direct physical and possible crippling injury to one's body them and the possibility of emotional injury experienced as a result of witnessing or actually accidentally inflicting injury to another. The severity of such injury can range from a minor injury to complete paralysis, or even death. Such injury can impair one's general physical and mental health and hinder one's future ability to earn a living and generally to enjoy life. I understand the Self-Defense Class has been designed to provide me with techniques to survive and escape a physical assault. However, I understand that the instructors cannot guarantee my safety through the use, or misuse, of the techniques taught in the class.

Injuries in a Physical Fitness / Self-Defense class can occur and you are encouraged to have a complete physical examination prior to attending class if you have any health problems or considerations due to injury, illness or age or a history of heart disease or high blood pressure, respiratory problems, skeletal or muscular injuries or ailments or are 30 lbs or more over your recommended weight based on a standard weight chart. Risks that may be encountered may include cardiac or respiratory distress; bone or joint injuries; back or muscle injury; slipping, tripping or falling; lifting, twisting, straining, spraining or breaking an appendage; or other trauma or injury. Injuries may result from the correct or incorrect performance of techniques or equipment used in class, from mis-fitted or worn equipment, from the administration of first aid, from failing to follow training, safety or other rules. This list is non-exhaustive and is provided by way of illustration of risks or injuries that may be incurred and further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time.

Participant acknowledges, understands and agrees that the Instructor will make no evaluation or recommendation whether you are physically fit for any physical activity. If you have any physical condition that may impair your ability to engage in the activities, it is your responsibility to obtain a physician's statement describing any limitation to participate in this program. It is always advisable to consult a physician prior to undertaking any physical exercise program.

The purpose of this warning is to bring your attention to the existence of potential dangers associated with participation in this class and to aid you in making a voluntary and informed decision as to whether you (or your child or ward) should participate in this class or activity. As a student or a parent/guardian of a student, it is your responsibility to learn about and/or to inquire of teachers, physicians, attorneys or other knowledgeable persons about any concerns that you might have at any time regarding student safety and the safety of this class. You may seek legal counsel before signing this form.

For and in consideration of the undersigned Participant being allowed to participate in Physical Fitness / Self-Defense offered by the Instructor, the undersigned Participant (or being the parent(s) or legal guardian(s)), and on behalf of Participant and Participant's heirs, executors, administrators and assigns hereby waive, release and relinquish Instructor, his agents, any parent, affiliate or related companies and their collective officers, directors, shareholders, employees and agents and their heirs, successors, assigns, attorneys, agents, accountants, executors and administrators from any and all claims for liability and cause(s) of action, including for personal or bodily injury, property damage or wrongful death or any other damage or injury occurring to

Participant, arising out of participation in the Physical Fitness / Self-Defense, whenever or however they occur including any and all claims, causes of action, actions, liabilities, debts, demands, damages, costs, suits, accounts, covenants, contracts, agreements, counterclaims, claims for attorney's fees and expenses whatsoever of every name and nature, both in law and in equity, known and unknown, which against the said Instructor, Participant may have now, may have or ever have or had from the beginning of time to the end of the world.

Participant agrees if any claim for Participant's personal or bodily injury, property damage or wrongful death or any other damage or injury is commenced against the Instructor or any of the parties released under this Agreement, I shall defend, indemnify and save harmless Instructor and/or such released parties from any and all claims or causes of action, including the payment of Instructor's reasonable costs and legal fees, by whomever or wherever made or presented for Participant's personal or bodily injuries, property damage, wrongful death, or any other damage or injury.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND DO UNDERSTAND THE ABOVE INFORMATION AND WARNING OF RISKS AND THAT I VOLUNTARILY WAIVE ANY AND ALL CLAIMS AGAINST THE INSTRUCTOR AND CHOOSE TO PARTICIPATE AND THAT I INTEND TO LEARN AND FOLLOW ALL SAFETY PROCEDURES. I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE BEEN ENCOURAGED TO SEEK LEGAL COUNSEL BEFORE SIGNING THIS DOCUMENT AND THAT BY SIGNING THIS FORM I AM SEVERELY LIMITING MY LEGAL RIGHTS.

Signature of Student _____
Print Name _____ Date: _____
Have you reached your 18th birthday: YES NO (circle one)

Parent/guardian please fill out below if Student is less than 18 years old.

PARENT/LEGAL GUARDIAN (I have read the above disclosure of the risks and release of liability and accept its terms and I understand that this class and that by permitting my child/ward to participate in this class they may be subject to the possibility of injury or death. I acknowledge that I do understand the contents of this form and I voluntarily choose to permit my child/ward to participate and by my signature do hereby release, indemnify and hold the Instructor, his agents, any parent, affiliate or related companies and their collective officers, directors, shareholders, employees and agents and their heirs, successors, assigns, attorneys, agents, accountants, executors and administrators harmless from any claims, damages, demands, liabilities and costs incurred including attorney's fees. I understand and acknowledge that I have been encouraged to seek legal counsel before signing this document and that by signing this form I am severely limiting my legal rights.

(Parent/Guardian's) Signature _____
Print Name _____ Date: _____
Email address: _____