



YMAA BOSTON

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

I, the Participant, hereby affirm that I am aware of the inherent hazards of Martial Arts, Tai Chi, Chin Na, Qigong, Gymnastics, Kettlebell Lifting/Fitness Training/Tumbling/Yoga and other training (hereinafter referred to as "Training") as these practices are performed at Yang's Martial Arts Association (YMAA). I understand that the activities of the Training involve inherent risks when performed incorrectly, carelessly, or accidentally, including but not limited to: tendon/ligament/cartilage injury, broken/fractured bones, head injury, blinding, orthodontic and dental injury, sinus injury, injuries to parts of the body that can leave permanent visible damage, joint dislocation, bruising, cuts, abrasions, sprains, cardiovascular injury and/or failure, nerve and spinal injury, brain damage, heart attack, aneurysm, stroke, panic/anxiety, hyperventilation, and trauma, that can occur and require treatment at an emergency medical facility, and which can result in serious permanent injury and/or death. I understand that there are no emergency medical facilities or personnel on-site at the YMAA training facility and training sessions/classes/ demonstrations that occur off-site may be remote, by either time or distance or both, from such medical facilities. I still choose to proceed with such Training in spite of these risks. I understand that neither Benjamin Warner, nor Dr. Jwing-Ming Yang, nor my instructors, nor my classmates, nor YMAA Boston, nor YMAA international, nor Yang's Martial Arts Association, Inc., nor any other person or facility through which I receive my Training, nor any of their heirs, assigns, employees, officers, agents, parents or subsidiaries (hereinafter referred to as the "Released Parties") will be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs or assigns, that may occur as a result of my participation in Training or other activities at YMAA, or as a result of the negligence of any party, including the Released Parties, whether passive or active. This release and express assumption of risk shall also apply in its entirety to any such injury, death, or damages suffered while performing any instruction in Training or other activities at YMAA, inside and outside of YMAA classes and/or instructional sessions. In consideration of my participation and Training at YMAA, which constitutes value to me over and above the value of my YMAA tuition payments, I hereby save and hold harmless the Released Parties, and I personally assume all risks in connection with said Training, for any harm, injury or damages — including but not limited to those listed above — that may befall me as a participant in Training or other activities at YMAA, including all risks connected therewith, whether foreseen or unforeseen. I also understand that participation in Training programs at YMAA are physically strenuous activities, and that I will be exerting myself during such training, and that if I am injured as a result of, but not limited to, the injuries listed above, that I have expressly assumed the risk of said injuries and that I will not hold the Released Parties responsible for the same. I understand and acknowledge that while YMAA training programs are designed to provide me with instruction in self-defense, the Released Parties neither provide any guarantees nor warrant that the instruction I receive will affect the outcome of any self-defense situation in the desired manner, as it is highly dependent on how I train and chance circumstances. I am aware that YMAA emphasizes the necessity of avoiding physical confrontation/conflicts whenever possible as a fundamental aspect of my training.

I understand that YMAA Boston may occasionally take photographs and/or video for website and/or social media promotion. I understand that if I do not want photographs taken I must provide a written request to YMAA Boston that my likeness not be used for any reason.

IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER ACTIVE OR PASSIVE. TO THE BEST OF MY KNOWLEDGE, I AM NOT CURRENTLY SUFFERING FROM ANY MEDICAL CONDITION THAT WOULD BE EXACERBATED BY THIS TRAINING. I FURTHER ACKNOWLEDGE THAT SHOULD I BECOME AWARE OF ANY SUCH MEDICAL CONDITION, I WILL CONSULT A PHYSICIAN BEFORE CONTINUING TO TRAIN. I HAVE FULLY INFORMED MYSELF OF THE CONTENT OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I HAVE SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

If I am not of lawful age and legally competent to sign this Liability Release, my parent or legal guardian, who is of lawful age and legally competent to sign this Liability Release, shall sign below on behalf of me, giving express consent, permission, and agreement of all of the terms and conditions set forth in this document. The terms herein are contractual and not a mere recitation, and this document is signed willingly of free will.

Participant: _____ Parent (if under 18) _____

Signature: _____ Today's Date: _____

Email: _____ Participant's Birthday: _____

Cell Phone: _____ Address: _____

Emergency/Alternate contact (name & phone): _____

Please list any allergies, medical restrictions, special needs: _____
