

RELEASER and WAIVER OF LIABILITY
and INDEMNITY AGREEMENT for
USA MARTIAL ARTS OF FORTRESS MINISTRIES, INC.

(Read Carefully Before signing)

In consideration of being permitted to participate in any way in the Martial Arts Program indicated below and being permitted to enter upon the premises of Peace Lutheran Church, Praise Lutheran Church, Good Shepherd Lutheran Church, and Christ's Church, the undersigned for himself/herself or the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct their minor participant that prior to participating in the below martial arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such conditions and refuse to participate.
2. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
3. I/We fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
 - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
 - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
4. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
5. I/WE HEARBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the martial arts program participants, including but not limited to Good Shepherd Lutheran Church, Praise Lutheran Church, Christ's Church and/or Peace Lutheran Church, its governing board, trustees, elders, pastors, members, agents, employees or any others due to their association or affiliation with USA Martial Arts and/or Fortress Ministries hereafter referred to as "Releasees"...From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next to kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused alleged to be caused in whole or in part by the negligence of the Releasees or otherwise as may have been associated with martial arts training or a martial arts ministry.
6. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

7. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Indiana, and that if any portion is invalid, it is agreed that the balance shall, notwithstanding the invalidity of parts hereof, continue in full legal force and effect.

8. Each adult participant, on his or her behalf, and on behalf of a minor participant execute this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the persons, parent(s) and/or legal guardian(s), as the case may be, will reimburse the Releasee for any money which they have paid to defend themselves, to the participant, or on his/her behalf, and hold Releasees harmless on such sums.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TEARMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

USA Martial Arts Program Meets at:

Peace Lutheran Church, 355 East State Rd 120, Fremont, IN 46737

Praise Lutheran Church and School, 1115 Dupont Rd, Fort Wayne, IN 46825

Christ's Church 3131 Maplecrest, Fort Wayne, IN 46815

Good Shepherd Lutheran Church, 700 W. Whitestone Blvd., Cedar Park, TX, 78613

Instructors: Rev. J. Brown, Sensei Jason Hufford, Sensei Daniel Swinehart, Sensei Anna Koralewski, Sensei Zachary Koralewski, and Sensei Colin Villanueva.

Signature of Adult Participant: _____ Date _____

Printed Name of Participant: _____

Name of Minor Participant: _____

Signature of Parent or Guardian for Minor: _____

Date _____

Address of Participant: _____

Telephone No. of Participant: _____

Name and Telephone of Contact Person: _____ Ph: _____

This Waiver was received on behalf of USA Martial Arts by:

Signature

Date