

Acknowledgement of Risk and Release of Liability

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

Every Student Must Read and Understand this Waiver before Participating in Ving Tsun Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me, the undersigned Student (the "Student") with and for the benefit of BCLO Ving Tsun Academy, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the "Organization"). **Initial Each Item Below after Reading and Understanding Each Item**: ____

- 1. "Ving Tsun Activities" includes but is not limited to contact and non-contact activities, lessons, classes, training, use of facilities, programs and services provided to the Student by the Organization. 2. I am aware that there are inherent and significant dangers, hazards and risks ("Risks') associated with the participation in Ving Tsun Activities. I am aware that the Risks include but are not limited to injury from physical contact with other students, instructors or equipment, performing a skill incorrectly, or potentially dangerous obstacles, conditions or weapons on the floor or vicinity of the Ving Tsun Activities. I understand that the Risks are relative to my state of fitness or health (physical, mental and emotional), and to the awareness, care and skill with which the student conducts him or herself while participating in Ving Tsun Activities. ___ 3. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Ving Tsun Activities. I freely assume responsibility for my own safety. I agree that although the Organization has taken steps to reduce the Risks and increase the safety of the Ving Tsun Activities, it is not possible for the Organization to make the Ving Tsun Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Ving Tsun Activities.
- 4. I acknowledge my obligation to inform the nearest employee of the Organization if I feel any pain, discomfort, fatigue or any other symptoms I may suffer during or immediately after my participation in Ving Tsun Activities. I understand that I may stop participating at any time, and have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training, makes me uncomfortable or which I believe will be harmful to me. ____
- 5. I confirm that I have reached the age of majority in the Province or Territory in which I am participating in Ving Tsun Activities. ____

6. In addition to consideration given to the Organization for my participation in Ving Tsun Activities, I and my heirs, next of kin, executors, administrators and assigns (my "Legal Representatives") agree: (a) to waive all claims that I or my Legal Representatives have or may have in the future against the Organization; and (b) to release and forever discharge the Organization from all liability for all personal injury, death, property damage or loss resulting from my participation in Ving Tsun Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Organization
7. I agree to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Ving Tsun Activities
8. I agree that this waiver and all terms contained within are governed by the laws of the Province or Territory in which I am participating in Ving Tsun Activities. I hereby irrevocably submit to the jurisdiction of the courts of that Province or Territory
9. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.
Photo/Video Release
On occasion BCLO Ving Tsun Academy may use literature photos and idea to promote BCLO Ving Tsun Academy to the general public. I understand that I will not receive compensation in any form from be use of my photograph or my photographic likeness and recorded voice. I hereby consent to the use of my name, photograph, photographic likeness, recorded voice and or image in video that may appear in any publications, promotional posters, flyers brochures, printed and electronic ads or electronic media in addition to the BCLO Ving Tsun Academy website.
HAVING FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE AND INDEMNITY BY READING IT BEFORE I SIGNED IT.
Participants Name:
Date:/
Participant's Signature:
Phone:
Email:
Parent/Guardian Release
I am the parent or legal guardian of the minor, and I am signing this Waiver/Release on behalf of said minor.
Print Name of parent:
Signature of Parent: Date: