

## Drifting Sands Aikido / Transforming Changes, Inc Release and Covenant

Please read the following legally-binding document carefully before signing it.

1. In consideration of being permitted to participate in any way in the training program(s) indicated below and/or being permitted for any purpose to enter any area that is not open to the general public, the person below, and/or their parent and/or legal guardian (Applicant) does hereby agree, contract, promise, and covenant:

Applicant hereby promises that if applicant is party to any event or incident that results in any damage to any property, regardless of ownership of said property, Applicant will immediately indemnify the owner of said property to the property owner's full satisfaction. Applicant further promises and agrees to pay any and all necessary collection or attorney fees that could become applicable or necessary to enforce this part of this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2. In consideration of being permitted to participate in any way in the training program(s) indicated below and/or being permitted for any purpose to enter any area that is not open to the general public, the person below, and/or their parent and/or legal guardian (Applicant) does hereby:

- a. consent to the recording of statements, photographs, and/or video by John and Trish Bailey and Transforming Changes Inc;
- b. grant permission to John and Trish Bailey and Transforming Changes Inc. to the rights of my image, likeness, and sound of my voice as recorded in photographs, or in audio or video, without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and I waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording;
- c. assign to John and Trish Bailey and Transforming Changes Inc. any and all rights of ownership to the photographs/audio/video, the transparencies or digital files thereof, and agree that John and Trish Bailey, and Transforming Changes Inc. have full right to copyright, use, and publish the same in print and/or electronically, with full right of lawful disposition in any manner;
- d. agree there is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed;
- e. agree this release shall be binding to me, (the Minor if applicable) and our respective successors, heirs, assigns, executors, administrators, spouse and next of kin;
- f. agree by signing this form I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant understands and acknowledges that Applicant is requesting instruction in martial disciplines and processes that involve strenuous physical activities; mentally and emotionally challenging experiences; as well as rough and dangerous physical contact that includes significant potential for personal injury.

Applicant understands that authorized instructors may, at their sole discretion, excuse or remove any student from any facet of training (or from training at all) at any time for any reason. Applicant understands that in such circumstances Applicant would not be entitled to any explanation, or to any refund of fees paid – and that in such event, Applicant will continue to be responsible for any and all pending tuition fees.

In consideration of being permitted to participate in any way in the training program(s) indicated below and/or being permitted for any purpose to enter any area that is not open to the general public, Applicant does further agree, contract, promise, and covenant:

1. Applicant will (or applicants parent or legal guardian will instruct them that) prior to participating in any activity or event, inspect the facilities and equipment to be used, and if Applicant believes anything is unsafe Applicant will immediately advise officials or instructors of such condition and will refuse to participate. Applicant agrees that if at any time Applicant feels anything to be unsafe Applicant will take all precautions to avoid the unsafe area or condition and refuse to participate further.
2. Applicant (or guardian) hereby warrants and affirms that to the best of Applicant's knowledge on this date, the person who intends to participate in training activities:
  - a. has not been convicted of any felony crime, nor of any crime involving violence;
  - b. is free from psychological illness or defect;
  - c. is free from any chemical or substance addiction, including tobacco in any form;
  - d. is not a carrier of any blood-borne pathogen, including but not limited to Hepatitis and HIV;
  - e. is in sound health and does not suffer from any structural, congenital, pathological or other pre-existing condition that could endanger any fellow practitioner or that could exacerbate the inherent risks or consequences of the risks of training activities to themselves.
3. Applicant fully understands and acknowledges:
  - a. Instruction in and practice of martial disciplines involve inherent risks of injury, partial or total disability, paralysis, or even death. Furthermore, that minor injuries, including bruises, sprains and contusions are common in this kind of activity.
  - b. Some aspects of training will involve weapons of various kinds, and training with weapons of any kind carries additional risks of discomfort, injury, partial or total disability, paralysis, or death.
  - c. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - d. These risks and dangers may be caused by the action, inaction or negligence of the participant, or by the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
  - e. There may be other risks not known to us or not reasonably foreseeable at this time.
4. Applicant accepts and assumes any and all risks and all responsibility for any losses and/or damages pertinent to any discomfort, injury, disability, paralysis or even death, however caused and whether caused in whole or in part by any negligence of the Releasees named below.
5. Applicant HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE and to forever hold harmless the parties named below, including Drifting Sands Aikido; Transforming Changes, LLC; owners; managers; instructors; assistants; servants; fellow students or Applicants; promoters; landlords and lessors of premises; promoters of events; underwriters; consultants and any and all others who give recommendations, directions or instructions and each of them, all for this purpose herein referred to as "Releasees" - From all liability to the undersigned, including 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 of any kind or description, both at law or in equity, arising out of or in any way connected with any of the above-mentioned acts and activities, including any arising out of or relating in any way to events(s) caused or alleged to be caused in whole or in part by any alleged negligence of the Releasees or otherwise.
6. Applicant HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or disability 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 OTHER ACTIONS OR INACTION 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 Province or State in which the activity or event is conducted and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.
  
8. Applicant executes this Waiver and Release. If, despite the release, Applicant makes a claim against any of the Releasees, the Applicant will indemnify and reimburse the Releasee for any money which has been paid to Applicant, or on their behalf, including but not limited to court costs and attorney fees (including any attorney fees required to enforce this section), and will forever hold the Releasee completely harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT; FULLY UNDERSTAND ITS TERMS; 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 A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

My signature below seals my word, my bond, and my legally-binding promise and agreement as set forth above.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_