

COVID-19 Addendum to Release and Waiver of Liability
(Read Carefully Before Signing)

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In consideration of being permitted to participate in any way in the Martial Arts Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the adult participant named below agrees, or the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. 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 condition and refuse to participate. I understand and agreed 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.

2. I/WE fully understand and acknowledge that:

(a) There are risks and dangers associated with participation in events attended by the public, indoors or in close proximity to potentially infection or contagious persons, which which **could result in illness, bodily injury, partial and/or total disability, and death from COVID-19 or similar infectious diseases.**

(b) The social and economic losses and/or damages, which could result from these risks and dangers described above could be severe, including but not limited to **hospitalization, isolation or involuntary quarantine.**

(c) These risks and dangers may be caused by the 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 his time.**

(e) **The State of Ohio requires me to provide full, complete and truthful information as to my identity, address and contact details to facilitate contact tracing for Covid-19**

(f) **I/We are required to notify the state or affiliated entities should I become infected or exhibit symptoms of Covid-19**

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such illness, injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. **I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the martial arts or gym facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein

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referred to as "Releasee" ...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY ILLNESS OR 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 OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious illness, injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that ILLNESS OR INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. 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 event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

8. I expressly waive, release and discharge any affiliates, officers, employees, representatives, agents, contractors, or volunteers of the above (the "Released Parties") from any and all claims for damages, illness or injuries that I or the participant may sustain as the result of participation in HEMA and Martial Arts activities. I assume all risk for participation in HEMA and Martial Arts activities, and understand that the Released Parties are not responsible for determining a participant's fitness to participate.

9. I understand that the Released Parties have made no representations as to the results of participation in activities. I understand further that no representations are being made to me as to the professional qualifications, standards, equipment, or safety associated with participation in any martial activities.

10. The responsibility for the assessment of all risks associated with HEMA and martial arts activities is mine alone, and any damages of any type due to the failures or negligence of others I also accept as my responsibility alone. I assume all attendant risks regardless of my ability to foresee and/or evaluate those risks.

11. I agree that this waiver and release is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the activities are conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

12. I understand that while instructors may announce a requirement of certain protective gear for certain activities, the student always has the option and responsibility to add protective gear that the student considers necessary or desirable.

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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 COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Martial Arts School: Youngstown Historical Fencing, LLC and Affiliated Study Group

(PLEASE PRINT ALL INFORMATION CLEARLY)

Print Participant Name: _____

Signature: _____

Phone Number: _____

Full Address: _____

Email: _____