

MASTER KIM'S BLACK BELT ACADEMY

1782 S. Main St.

Bechtelsville, PA. 10505

(610) 367-1641

RISK AGREEMENT

Student Name: _____

Parent Name(s) (if student is a minor): _____

Address: _____

Telephone (home): _____ (work): _____

E-Mail: _____ Workplace: _____

Emergency Contact: _____ Telephone: _____

1. **Authority to Treat.** I, the undersigned, give the instructors, staff and responsible adults the power to authorize medical or other treatment of the person named above under "Student Name", subject to the limitations listed below, if any. If I am not the person so named, I am the parent, guardian or adult responsible for the person named, and I have the legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian or adult responsible has been contacted or has consented to the specific treatment, provided it does not conflict with the limitations outlined below. This authority begins on the date this Agreement is signed and continues indefinitely.

Limitations to Treatment: _____

Information of Medical Significance: _____

I understand that the instructors, senior students, or others may have some skills in first aid, CPR and, at their discretion, I authorize them to use those skills and techniques in any circumstance in which they judge their skills would be necessary or helpful.

2. **Advisory of Rights and Responsibilities.** Safety is not the sole responsibility of instructors and staff. Everyone in class is responsible for their own safety and the safety of those around them.

Martial arts commonly involve individuals pressing their stamina and ability as far as possible. Every individual is responsible for determining their own limitations and agrees by signing this Agreement to not hold Master Kim's Black Belt Academy and its instructors responsible for determining these limitations. All students have the right to excuse themselves from any exercise which they believe will exceed their personal limitations in a potentially dangerous way. By signing this Agreement, the student acknowledges that he or she is assuming the risk of participating in such exercises or drills and holds harmless Master Kim's Black Belt Academy and its affiliated instructors for any injury arising out of participation in such activities or drills.

All students have a responsibility to train and conduct themselves in a manner that helps all students and instructors remain safe. Students must give those who are training enough room to avoid interfering and avoid being accidentally struck by someone else practicing, which is especially important when others are practicing with weapons.

In the event of an injury, students have the right and responsibility to evaluate the extent of harm, stopping what they are doing even if it includes a partner, and determining if it is safe to continue. Unless a student is certain that further practice will not create or worsen a problem, all students are encouraged to stop what they are doing and inform an instructor. In the event of a serious injury or appearance of a serious injury, all students, instructors, staff and visitors, notably parents, have the right to call a stop to a particular training exercise.

If a student notes an unsafe training situation, which may include a student performing a skill incorrectly, a student not being careful about others, a defect in a piece of training equipment, a potentially dangerous obstacle or

condition on the floor, or any thing else that may cause or lead to harm of students, instructors, staff, visitors and guests, then the student is expected to correct the situation if within his or her ability or notify an instructor or staff member immediately. If something is simple to correct, such as picking up a weapon left on the floor, the student should correct the situation. If the situation may require the authority of the instructor or staff member, or if it is not a simple matter, then an instructor or staff member should be notified immediately.

3. **Assumption of Responsibilities and Risk.** Martial arts is a potentially dangerous activity. Bumps, bruises, scrapes, scratches and soreness are commonplace, and most students will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including sprains, strains, twists, cramps and injuries of similar magnitude, and students can expect to encounter these injuries infrequently. The possibility of more serious injury exists, including fractured bones, broken bones, torn ligaments, though not all students encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling or death, though this is certainly not expected in this martial arts class.

I understand the above statement of risk, and I understand the rights are responsibilities of students. I assume responsibility for my own safety (or the safety of my child), understanding and accepting the risks involved with martial arts training. Even if the instructor has informed me that no serious injuries have ever happened in this school or with any of the instructors, I understand that this does not mean that there is no possibility of harm. By assuming the risk, I completely absolve all instructors, staff, guests, students, landlords, management companies and any and all other parties of liability for my harm, unless intentionally caused in criminal conduct.

4. **Notice and Consent to Instructors.** This school seeks to make use of highly-trained, professional instructors, with both expertise and experience both in the art of teaching and training. Classes may be taught by the head instructor or any other qualified instructor. Should an instructor be unavailable for a given class, a junior instructor, senior student or guest instructor may teach. The choice of the instructor is left to the discretion of the school.

I understand that I may not always have the instructor I desire, but I shall seek to learn from whomever is teaching, to show the respect due the position of teacher to whomever is teaching and to conduct myself in accordance with the etiquette established at this school. I understand that I have the responsibility for my own safety without regard to who is teaching the class. I specifically consent to any instructor the school, instructors or staff feel are sufficiently qualified by any standard they set to teach the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

5. **Notice of Physical Contact.** Complete martial arts training involves a wide variety of skills. While practicing these skills, students may have contact with any portion of the body. The groin may be the target of kicks, strikes and grabs. The chest, buttocks, groin or any part of the body may be contacted by any part of the training partner's body during training by martial arts techniques, or incidentally contacted while performing a martial arts technique targeting another portion of the body.

When male and female students train together, or when an adult and minor students train together, and in any other training combination, the purpose and intent of the school, instructors and staff is to provide an environment for all students to learn and practice martial arts for self-defense. Students are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should any student feel a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and unacceptable advantage of training conduct, or if a student is made uncomfortable by any training exercise or partner then that student has the right to withdraw from the exercise or drill. If the conduct of the training partner appears inappropriate, the student should inform an instructor privately.

6. **Consent to Physical Contact.** I understand the nature of physical contact in martial arts training, and I understand that I have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training or makes me uncomfortable. I agree to abide by school etiquette in all matters pertaining to training, and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact martial arts training allows.

7. **Indemnification by Parents (applicable only to parents enrolling minor child).** I agree not to bring any claim or suit against the school, instructors, staff, guests, students, landlord or any other parties on behalf of my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be the subject of such a claim. I further agree that I will not cause to be brought, nor encourage a claim or suit. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify the school, instructors, staff, guests, students and any and all additional defendants covered by this Agreement for all judgments, costs attorney's fees and other expenses incurred as a result of a breach of this Agreement.

8. **Arbitration Clause.** Should any dispute arise between me, my child or anyone acting on behalf of my child, regarding this school, then I specifically agree that the dispute shall be resolved in binding arbitration. Should a suit be filed in Court, I specifically authorize the Court to order the case to binding arbitration.

9. **Severability.** If any clause, sentence, phrase or statement is found unenforceable or invalid by any Court of law, the remainder of this Agreement shall remain valid and enforceable and the invalid clause, sentence, phrase or statement shall be considered struck from the Agreement.

10. **Durability.** This Agreement is effective from the date signed with no exception. Furthermore, the terms of this Agreement are retroactive to the beginning of training and visiting the school if this document was signed after that date.

IN WITNESS WHEREOF, the parties have set their names on the date hereinafter set forth

Dated: _____
Student Signature

Dated: _____
Parent Signature (for minor child)

Dated: _____
Parent Signature (for minor child)

MASTER KIM'S BLACK BELT ACADEMY

Dated: _____
By: _____
Name:
Title: