

AGREEMENT OF RELEASE

BUSINESS:

LICENSED TITLE OF BUSINESS:	
LICENSED AFFILIATE: Birmingham TKD, Inc.	BUSINESS PHONE NUMBER: (205) 823-1999
STREET ADDRESS OF BUSINESS: 3417 Old Columbiana Road	
CITY STATE ZIP CODE: Hoover, Alabama 35226	

PARTICIPANT / GUARDIAN: THIS DOCUMENT AFFECTS YOU AND / OR YOUR CHILD'S LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND THIS AGREEMENT BEFORE INITIALING OR SIGNING IT.

NAME:	EMAIL:
ADDRESS:	TELEPHONE:
CITY STATE ZIP CODE:	

NAMES / AGES OF MINOR (Under 18 Yrs.) PARTICIPANTS:

DATES:

NAME:	DOB:	NAME:	DOB:	BEGIN DATE:
NAME:	DOB:	NAME:	DOB:	EXPIRATION DATE:

Continuous

I, the above-named person being eighteen or above, or the legal guardian of the above-named person who is under 18, in consideration of the services of the **TAEKWONDO PLUS, INTERNATIONAL TAEKWONDO ALLIANCE (ITA) and the UNITED STATES TAEKWONDO ALLIANCE (USTA)**, the rate charged for those services and the right to engage in activities at **TAEKWONDO PLUS, ITA and USTA** as a participant thereby acknowledge, agree, promise and covenant with **TAEKWONDO PLUS, ITA and USTA**, and all other persons or entities which may be connected to **TAEKWONDO PLUS, ITA or USTA** as follows:

1. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE TAEKWONDO PLUS, ITA and USTA, their agents, licensed affiliates, employees and assigns, all above-named persons and affiliates and any and all other persons or entities which are related to, arise out of or are in any way connected with participation in the **TAEKWONDO PLUS, ITA or USTA**, all for the purposes herein referred to as "**Releases**," from all liability to the named participant, or the legal guardian of the named participant, his or her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore, on account of injury or illness to the person or property or resulting in the death of the named participant, **whether caused by the negligence of the Releases** or otherwise while the participant is participating in any **TAEKWONDO PLUS, ITA, or a USTA** event whether it be active participation or mere observance.

2. THE NAMED PARTICIPANT AND / OR THE LEGAL GUARDIAN OR THE NAMED PARTICIPANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND APPRECIATES THE INHERENT RISKS, BOTH KNOWN AND UNKNOWN WHICH MAY BE INVOLVED IN THE PARTICIPATION IN TAEKWONDO PLUS, ITA AND USTA, INCLUDING BUT NOT LIMITED TO RELEASEE'S SPONSORED EVENTS OCCURRING OFF TAEKWONDO PLUS, ITA OR USTA PREMISES, EVENTS WHICH BY ITS NATURE INCLUDES INTENSE, STRESSFUL, AND STRENUOUS EXERCISES AND BODY CONTACT, AND EXPRESSLY CONSENTS TO CONFRONT THESE KNOWN AND UNKNOWN DANGERS AND FURTHER AGREES, UNDERSTANDS AND RECOGNIZES THAT THESE RISKS MAY RESULT IN SERIOUS INJURY OR ILLNESS INCLUDING BUT NOT LIMITED TO; BRUISES, BLOODY NOSES, BROKEN BONES, HEART ATTACKS OR OTHER CARDIOVASCULAR DISEASE, OR OTHER SERIOUS INJURY RESULTING IN DEATH AND / OR PROPERTY DAMAGE. I further understand and acknowledge that these risks may result in personal claims against the Releasees, or claims against me by other participant or other third parties, but I expressly covenant not to sue the **Releasees** for any damages which may result from the named participant's participation in **TAEKWONDO PLUS, ITA and USTA**.

3. THE NAMED PARTICIPANT AND / OR THE LEGAL GUARDIAN OF THE NAMED PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, INCLUDING BUT NOT LIMITED TO; BRUISING, BLOODY NOSES, BROKEN BONES, HEART ATTACKS OR OTHER CARDIOVASCULAR DISEASE, OR OTHER SERIOUS INJURY RESULTING IN DEATH AND / OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF RELEASEES OR OTHERWISE, WHILE PARTICIPATING IN ANY TAEKWONDO PLUS, ITA OR A USTA EVENT.

EACH OF THE NAMED PARTICIPANTS, OR THE LEGAL GUARDIAN OF THE NAMED PARTICIPANT expressly acknowledges and agrees that the activities of **TAEKWONDO PLUS, ITA and USTA** may be dangerous and involve the risk of serious injury or illness and / or death and/or property damage. Each of the named participant and /or their legal guardian further expressly agree that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Alabama or the law of the province or state in which the event is conducted and that if any portion thereof invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

4. THE NAMED PARTICIPANT, OR THE LEGAL GUARDIAN OF THE NAMED PARTICIPANT HEREBY AGREES TO, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or cost they may incur due to the named participant's participation in **TAEKWONDO PLUS, ITA and USTA**, whether caused by the negligence of the Releasees or otherwise. I further agree, promise and covenant to hold harmless and indemnify **TAEKWONDO PLUS, ITA AND USTA ITS AGENTS OR EMPLOYEES AND ALL OTHER PERSONS OR ENTITIES FROM ALL DEFENSE COSTS INCLUDING ATTORNEY'S FEES OR FROM ANY OTHER COSTS** incurred in connection with the claims for bodily injury or property damage which I may negligently or intentionally cause to other third parties in the course of my participation in **TAEKWONDO PLUS, ITA and USTA**.

5. THE NAMED PARTICIPANT AND / OR THEIR LEGAL GUARDIAN HEREBY ACKNOWLEDGES RECEIPT OF THE FACILITY AND / OR ORGANIZATIONAL RULES AND AGREES TO ABIDE BY THESE RULES IN ALL ACTIVITIES SPONSORED BY TAEKWONDO PLUS, ITA AND USTA. THE NAMED PARTICIPANT AND OR THEIR LEGAL GUARDIAN HEREBY AFFIRMS THAT THE NAMED PARTICIPANT IS IN GOOD PHYSICAL CONDITION AND DOES NOT SUFFER FROM ANY DISABILITY OR OTHER CONDITION WHICH WOULD PREVENT OR LIMIT PARTICIPATION IN TAEKWONDO PLUS, ITA AND USTA.

6. THE NAMED PARTICIPANT AND / OR THEIR LEGAL GUARDIAN HAS READ VOLUNTARILY SIGNED THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. By voluntarily affixing my signature below, I warrant that I have read the entire Agreement and understand all of the foregoing: **IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM PARTICIPATING IN TAEKWONDO PLUS, ITA, USTA, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST TAEKWONDO PLUS, ITA, USTA, ITS OFFICERS, AGENTS, LICENSED AFFILIATES OR EMPLOYEES EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.**

SIGNATURE OF PARTICIPANT

SIGNATURE OF PARENT / GUARDIAN

WITNESS SIGNATURE

PARENT / GUARDIAN'S RELATIONSHIP