

Student Name:				
Parent/Guardian Name(s				
Address:				
City:		State:	ZIP:	
Primary #:		Cell #:		
DOB:				
E-Mail:				
Emergency Contact:		#		
What would you / your child like	to achieve from our p	rogram?		

Please list prior experiences with the martial arts.

Please list any health problems that the Black Bear Dojo instructors should be made aware of (i.e. injuries, food allergies, etc.)

	Staff Us	se Only:	Program Type:
Student ID#: Uniform size: Date entered: Photo?			 Tigers (3-6) Lions (7-10) STORM (11-14) Teen/Adult (14 & up) Other
Payment Submitted: \$ Special?		Date	
Next Payment Due: Notes:		-	

BLACK BEAR DOJO

- 1. Black Bear Dojo agrees to provide instruction of the selected program.
- 2. Failure to attend class does not signify or imply notification to cancel this agreement.
- 3. All payments must be made as scheduled. Accounts that are frequently delinquent will be subject to annual contract.

4. Staff may make any modifications to the class schedule as deemed necessary. Such modifications do not relieve undersigned of their payment obligations under any circumstances.

- 5. It is assumed that the student will attend a minimum of 8 classes per month (unless specified differently herein).
- 6. The tuition cost for programs is based on a 4 week month and a 48 week year.

7. Black Bear Dojo may choose to close on national/federal holidays, for the purpose of special events, and a period not exceeding a total of three weeks per year for necessary maintenance and other purposes without affecting scheduled tuition payments.

8. Full payment of tuition fees does not guarantee belt certification by Black Bear Dojo.

9. All students of the dojo must exercise responsibility and good judgement with the techniques they have been taught. Under no circumstances should the information learned be used outside of the dojo unless required for self-defense purposes only.

10. Student represents that (s)he is in good physical condition, is not suffering from any heart, lung, or other bodily ailment and is in all respects physically fit to engage in martial arts.

11. Student has been advised that strict observance of the rules and regulations relevant to the martial arts is mandatory. This includes the use of protective equipment. The school does not warrant that the protective equipment will completely eliminate the possibility of accident, injury, or death but will substantially reduce the risk of accident, injury, or death. 12. Physical contact will be used by the staff of this school, other students, and authorized individuals as part of the course of instruction. Student has been advised of such fact and gives full consent to any physical contact as relevant to or may be customary to martial arts training.

13. In recognition of the possibility of accident, injury, or death connected to martial arts training, student waives any rights of civil action of any kind arising as the result of such activity from which liability may or could accrue to the school, its staff, instructors, and/or students.

Release and Waiver of Liability and Indemnity Agreement

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 parent(s) and/or legal guardian(s) of the minor participant named below agree:

- 1. The parent(s) and/or legal guardian(s) will instruct the minor participant that 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 instructors of such condition and refuse to participate. I understand and agree 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 martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
 - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - 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 this time.



- 3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such 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 facility used by the participant, including it 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 purpose herein referred to as "Releasee"...From all liability to the undersigned, 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 on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused 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 injury 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 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 partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parents(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.

PHOTO RELEASE

I (We), the undersigned individual(s), grants Black Bear Dojo, located at 829 Stonington Rd. Stonington, CT USA the perpetual, non-exclusive, royalty-free right and license to:

- Record my participation and appearance on digital or film photography, video tape, or any other medium (collectively, the "Recordings")
- Use my name (or any fictional name), likeness and biographical material in connection with these recordings to be used only in or for Black Bear Traditional Martial Arts Center publications (Purpose).
- Reproduce, distribute, publicly display and or publicly perform, in print, electronic or any other medium, copies of the Recordings, in whole or in part. Grantor represents that he or she possesses all right necessary to grant this permission for and in connection with the Purpose.

This grant of rights is made voluntarily by me. I further agree to release and forever discharge Black Bear Dojo, its agents, employees, and designated representatives, from any and all claims in law or equity that I, my heirs or personal representatives, have or shall have, arising out of Recordings.

This release is governed in accordance with the laws of the State of Connecticut.



I have read and understand the Training Agreement and Conditions as outlined on page 2.

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 WTHOUT 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.

Student Signature (Parent/Guardian if under 18)

Date

Witness Signature

Date



Student/Parent Initials

I DO NOT agree to the terms of the photo release and wish to have my/my child's photos withheld.