

WESTERN MASS. MARTIAL ARTS ACADEMY **ACAD. #_na/_____** (office use)

DATE: _____ DOJO _____ DUES _____

NAME _____ BIRTH DATE ____ / ____ / ____

STREET _____ CITY _____

STATE _____ ZIP CODE _____

PHONE # HOME: _____ WORK _____

EMERGENCY _____

E-mail: _____ cell# _____

PARENT'S OR GUARDIAN'S NAME:

PRIOR MARTIAL ARTS TRAINING? YES ___ NO ___ STYLE:

WHEN: _____ WHERE: _____ HOW LONG: _____

ANY MEDICAL PROBLEMS?

PHOTOS MAY/MAY NOT BE USED (circle one)

HOW DID YOU HEAR ABOUT OUR SCHOOL?

WHAT IS YOUR GOAL IN THE STUDY OF KARATE AND/OR JUDO/JUJUTSU?

WAIVER AND RELEASE OF LIABILITY

It is hereby understood and acknowledged that participation in martial arts activities, such as those advocated by the Western Mass. Martial Arts Academy as instructed by Mr. Mark Pearlman, involves a certain amount of physical activity and contact which could foreseeable result in some form of injury. The instructors of this martial arts discipline are professionals in their field and will take all possible precautions to assure that injuries will not result. However, the instructors cannot guarantee that result. It is therefore necessary that the undersigned fully understands and acknowledges that possibility of injury still exists. Therefore, in consideration for instruction and participation in the martial arts discipline as presented by Mark Pearlman, and/or his agents, the undersigned hereby waives any claims he or she may assert and releases any and all claims for damage resulting from injuries received during or resulting from participation in these activities. It is the intention of the parties to this agreement that all liabilities for injuries resulting from participation in the above-mentioned activities are hereby waived against Mr. Mark Pearlman, his agents, employees and instructors.

Signature of Participant/Student:

Signature of Parent/Guardian of Minor

AGREEMENT AND RELEASE OF LIABILITY

In consideration of the instruction I will receive and for being allowed to participate in the activities of Western Mass. Martial Arts Academy and Mark Pearlman, and to use their facilities and equipment, in addition to the payment of any fee or charge, I do hereby WAIVE, RELEASE, FOREVER DISCHARGE and COVENANT NOT TO SUE Western Mass. Martial Arts Academy or Mark Pearlman, owners or operators of the facility, their agents, representatives, employees, contractors, affiliated and guest instructors, members, students, participants, associations or member organizations, or any subdivisions thereof, executors and all others acting on their behalf, in addition to owners and lessees of the premises used to conduct the activities, all for the purposes herein referred to as "RELEASEES", from any and all responsibilities or liability for any and all injuries or damages, and any claims or demands therefore on account of injury to person or property or resulting in death arising out of or resulting from my participation in any activities or my use of the facilities and equipment. **(Initial _____)**

I further agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage or cost they may incur, by reason of liability imposed by law, including attorney's fees, because of personal injury or property damage, or resulting in death, arising out of or related to the instruction I receive, my participation in activities, and/or from the use of the facilities and equipment. **(Initial _____)**

I understand and I am aware that the instruction I will receive and the activities I will participate in involve strength, flexibility and aerobic exercise, physical contact by and between me and one or more of the RELEASEES, including, but not limited to, joint locks, throws, sweeps, strikes, kicks and blocks, the use of equipment, including weapons, all activities which I understand can be potentially hazardous to myself and others. I also understand that the activities involve a risk of injury to person and property and even death, and that I am voluntarily participating in these activities and voluntarily using the facilities and equipment despite the dangers involved. I also acknowledge that in lieu of signing this Agreement and Release of Liability I can decline becoming a student or affiliate of Western Mass. Martial Arts Academy or Mark Pearlman and/or decline to participate or receive any instruction. **(Initial _____)**

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in the aforesaid activities. I also acknowledge that it has been advised that I undergo a physical examination and consultation with my physician as to my participation in the above physical activity. I hereby acknowledge that I have either had a physical examination and have been given my physician's permission to participate or that I have decided to participate in the activity without the approval of my physician and do hereby assume all the responsibility for my participation in activities and utilization of the facilities and equipment.
(Initial _____)

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.

Date _____ Signature of Student/Participant

Parent or Guardian's signature if student is a minor

Western Mass Martial Arts Academy
Student/ Parent Letter of Understanding and Commitment.

I understand that training in martial arts requires commitment, dedication and hard work. I also understand that the more classes that are attended the better the performance of the student. I understand that promotion and progress are based upon two classes per week. Therefore, I commit to getting myself or my child to as many classes each week as possible, to train diligently while in class and practice the techniques that are allowed, outside of class, ten minutes per week or more. Knowing that attendance is of the utmost importance I will make up any classes that I miss as soon as possible.

Prompt payment of dues keeps the school open and they are due in the first week of the month. I understand that in order to keep the dues low, provide proper staffing and not to have to impose contracts, dues are figured on an annual basis and they are payable until W.M.M.A.A. is notified of termination of enrollment. I will give the school notice of any lapse in attendance that will last more than two weeks.

It is expected that the instructors will pass on their knowledge to the students with care and respect for the student's ability to learn. Techniques learned will not be used outside the classroom unless absolutely necessary.

I will do my best to help the school grow and I will assist in any way I am able.

This is not a contract; it is a moral and ethical commitment.

Date: _____

Student name: _____

Signed: _____ student/parent