

Traditional Aikido of Sarasota Release and Waiver of Liability

(Read Carefully Before Signing)

RELEASE AND WAIVER OF LIABILITY of Barry Tuchfeld, SEBT WORKS, LLC dba Traditional Aikido of Sarasota (collectively "TAS") and any assistants including but not limited to Laura Hackle, Janice Bass, Jerry Jordan, Frank Elge, Jr. and others he may use, any guest teachers, and Bruce Heiman and Grape A Day Inc. and any relations or heirs of Bruce Heiman. And Bell Road Condo Association:

In consideration of being permitted to attend and participate in any way in the Martial Arts Program of TAS or any related events or training indicated below &/or being permitted to enter for any purpose any area of the facility or other special events venues, the participant or parent(s) &/or legal guardian(s) of a minor participant named below (referred to as "I/We" or "Participant") agree:

1. I understand that prior to participating in the below martial arts activity or event I should inspect the facilities and equipment to be used, and any related supplies.
2. 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 will REFUSE TO PARTICIPATE further. I understand that such a choice can be made without fear of reprisal.
3. 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.
4. 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 above.
5. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the martial arts facility, instructors, assistants, other students nor the owners (Bruce Heiman and Grape A Day Inc. and any relations or heirs of Bruce Heiman) of the facility (or facilities) 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, and employees (all for the purpose herein referred to as "Releasee") from all liability to I/We, 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, or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.
6. I/We have fully read this "Release And Waiver Of Liability", and fully understand its terms, understand that I/the minor do hereby discharge all parties from liability for any and all present, or future claims, regarding personal or bodily injury which might result from, or be sustained during, participation in the Martial Arts Program. I/We have given up all rights by signing it, and have signed it freely, and without any inducement, or assurance of any nature, and intend it to be a complete, and unconditional release of all liability to the greatest extent allowed by the law and agree that if any portion of this agreement is held to be invalid that the balance, notwithstanding, shall continue in full force and effect. I/We want to participate in this hazardous activity. Florida law will govern in any and all matters between TAS and Participant.

PARTICIPANT or Parent/Guardian SIGNATURE _____ **DATE:** _____
(mm/dd/yyyy)

_____/_____/_____
PLZ Print: Last Name of Student First Name (any nickname?) Birth Date (mm/dd/yyyy)

E-mail address _____ **Cell #** _____ **Home #** _____

Mailing Address _____ **City** _____ **State** _____ **Zip Code** _____

EMERGENCY CONTACT INFO (name & phone) _____