NOVA Medical Exercise

INFORMED CONSENT FORM

NAME_____ HOME PHONE_____

ADDRESS_____ WORK PHONE_____

CITY, STATE, ZIP CODE_____E-MAIL ADDR_____

IN CASE OF EMERGENCY, CONTACT_____PHONE_____

In consideration of being permitted to participate in any way in any Martial Arts/Fitness Program and/or being permitted to enter for any purpose any restricted area (here in defined as any area where the admittance to the general public is prohibited), the participant, or the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The participant and parent(s) and/or legal guardian(s) have been instructed or will instruct the minor participant that prior to participating in any martial arts/fitness 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 officials 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/fitness 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/fitness facility, or NOVA Medical Exercise LLC, or CFC Holding LLC, used by the participant, including the owners, managers, employees, contractors, promoters, lessees of premises used to conduct any martial arts event or fitness 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 or fitness 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. Our martial arts program is intended as a means of fitness training. Our program does not include aggressive physical contact. Any sparring performed is not endorsed or sponsored by NOVA Medical Exercise LLC or its assigns and as such, NOVA Medical Exercise LLC or its assigns will take no responsibility for damages of any kind as a result of physical contact
7. 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.
8. On behalf of the participant and individually, the undersigned parent(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.
9. I understand that all fitness, nutritional and martial arts advice is meant for entertainment purposes only and not to be construed as a prescription or as a medical recommendation.

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.

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Print name of participant **Signature of Participant/Guardian** **Date**

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Signature of Witness or NOVA Medical Exercise representative **Date**