

WAIVER, RELEASE OF LIABILITY, INDEMNITY, ASSUMPTION OF RISK AGREEMENT, AND PARTICIPATION AGREEMENT

In consideration of being allowed to participate in any way in the martial arts or fitness practices, classes, events, and any other activities offered or sponsored by TASL Arts, LLC (d/b/a New York City Aikido) or any of its affiliated organizations (together, "TASL/NYCA"), I hereby on behalf of myself, parents, successors, heirs, assigns, personal representative and estate:

- Release, waive, discharge, and covenant and agree not to sue or make claim against TASL/NYCA, their respective agents, officers, directors, instructors, employees, members, volunteers, sponsors, promoters, other participants, their parents, guardian(s), supervisors and instructors, and if applicable, owners, lessors, and lessees of any premises used by TASL/NYCA, all of whom are hereinafter collectively referred to as "Releasee", from any and all claims, demands, losses, or damages on account of injury, including permanent disability and death, or damage to property, caused or alleged to have been caused in whole or in part by the negligence of the Releasee or otherwise.
- Agree to indemnify and hold harmless the Releasee from any claims, loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activities, whether caused by negligence of Releasee or otherwise.
- Acknowledge and understand that I will be voluntarily engaging in activities (including physical activities that involve falling and contact) that have inherent risks and dangers, and might result in serious injury or illness, including permanent disability or death, and severe social or economic losses due to actions, inactions or negligence of my own or of others, or conditions of the premises or of any equipment used; and further, acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.
- Assume all of the foregoing risks and accept personal responsibility for the damages following such injury, illness, permanent disability, or death.
- Understand and agree that prior to participating, I have the right and duty to inspect any mats or equipment and the facilities to be used, and if I believe that anything is unsafe or beyond my ability I will immediately advise the instructor or supervisor of such condition(s) and refuse to participate.

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- Represent that I am an adult of at least eighteen (18) years of age, and to the best of my knowledge I am in good health, in proper physical and mental condition, and able to participate in these activities; and agree not to participate if I am not in sufficient health or proper condition, or otherwise not able to do so safely.
- Agree that the foregoing waiver, release of liability, and assumption of risk agreement shall be construed in accordance with the laws of the State of New York, and is intended to be as broad and inclusive as is permitted by the law of the State of New York, and that if any portion thereof is held invalid, illegal or unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect to the fullest extent permitted by law.

I HAVE CAREFULLY READ THE ABOVE WAIVER, RELEASE OF LIABILITY, INDEMNITY, ASSUMPTION OF RISK AGREEMENT, AND PARTICIPATION AGREEMENT. I UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND KNOWING THIS, I SIGN IT VOLUNTARILY. I KNOW THE RISKS AND CONDITIONS INVOLVED (AND UNDERSTAND THERE MAY BE UNKNOWN RISKS) AND PARTICIPATE ENTIRELY OF MY OWN FREE WILL.

PARTICIPANT (PRINT CLEARLY): _____

SIGNATURE: _____ DATE: _____