

POWER and PERSEVERANCE
Board breaking workshop registration

(please print legibly)

Participant Information

Name: _____ **Date of**

Birth: _____

Address: _____ **City:** _____ **ZIP:** _____

Parent/Guardian

Name: _____ **Phone:** _____

Email: _____ *[please note, email is the easiest and best way for us to contact participants]*

Emergency Contact

Name: _____ **Phone:** _____

Liability and Idemnification

Advisory of Rights and Responsibilities

Safety is not the sole responsibility of instructors and staff. Everyone is responsible for their own safety and the safety of those around them.

All members have the right and responsibility to excuse themselves from any exercise they believe will be harmful to them. All students must evaluate each situation in the context of their skill and current physical condition, and conduct each exercise in a manner that is safe. If an instructor gives an instruction that a student feels is unsafe, it is the students responsibility to inform the instructor that they perceive the exercise may be unsafe for them. The instructor will routinely excuse the student from such perceived exercises and drills. The instructor may ask for an explanation, and the student will be expected to provide one.

All members have a responsibility to train and conduct themselves in a manner that helps all students and instructor(s) to remain safe. Members must give those who are training with them enough room to avoid interfering and avoid being accidentally struck by someone else practicing, which is especially important when others are practicing with weapons.

In the event of an injury, members have the right and responsibility to evaluate the extent of harm, stopping what they are doing even if it includes a partner, and determining if it is safe to continue. Unless a member is certain that further practice will not create or worsen a problem, all members are encouraged to stop what they are doing and inform an instructor. In the event of a serious injury or appearance of a serious injury, all members, instructors, staff, and visitors, notably parents, have the right to call a stop to a particular training exercise.

If a member notes an unsafe training situation, which may include a member performing a skill incorrectly, a member not being careful about others, a defect in a piece of training equipment, a potentially dangerous obstacle or condition on the floor, or anything else that may cause or lead to harm of members, instructors, staff, visitors or guests, then the member is expected to correct the situation if within their ability or notify an instructor or staff member immediately. If something is simple to correct, such as picking up a training weapon left on the floor, the member should correct the situation. If the situation may require the authority of the instructor or staff, or if it is not a simple matter, then an instructor or staff member should be notified immediately.

* _____ Parent(s) / Member Initials

Assumption Of Responsibilities And Risk

Progressive physical training programs such as martial arts, kickboxing exercise, or self defense instruction are potentially dangerous activities. Bumps, bruises, scrapes, scratches and soreness are commonplace and most members will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude, and members can expect to encounter these injuries infrequently. The possibility of more serious injury exists, including fractured bones, broken bones, torn ligaments, though not all members encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling or death, though this is certainly not expected in our classes. *I understand the above statement of risk, and I understand the rights and responsibilities of members. I assume responsibility for my own safety (or the safety of my child), understanding and accepting the risks involved with this type of training. Even if the instructor has informed me that no serious injuries have ever happened in this facility or with any of their instructors, I understand that this does not mean that there is no possibility of harm. By assuming this risk, I completely absolve all instructors, staff, guests, students, landlords, management companies and any and all other parties of liability for my harm, unless intentionally caused in criminal*

conduct.

* _____ Parent(s) / Member Initials

Notice Of Consent To Instructors

This facility seeks to make use of highly-trained professional instructors, with both expertise and experience both in the arts we teach and in teaching. Classes may be taught by the head instructor or any other qualified instructor. Should an instructor be unavailable for a given class, a junior instructor, senior student or guest instructor may teach. The choice of the instructor is left to the discretion of this facility.

I understand that I may not always have the instructor I desire, but I shall seek to learn from whoever is teaching, to show the respect due the position of instructor to whomever is teaching, and to conduct myself in accordance with the etiquette established at this facility. I understand that I have the responsibility for my own safety without regard to who is teaching the class. I specifically consent to any instructor this facility, instructors, or staff feel are sufficiently qualified by any standards they set to teach the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

* _____ Parent(s) / Member Initials

New Heights Fitness Ilc 338 W. Washington Zeeland, MI 49464 616.772.0094

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Email: contact@newheightsfitness.com Web: www.newheightsfitness.com

Notice Of Physical Contact

Training within this facility involves a wide variety of skills. While practicing these skills, members may come in contact with any portion of the body. The groin may be the target of kicks, strikes and grabs. The chest, buttocks, groin, or any part of the body may be contacted by any part of the training partner's body during training with these techniques, or incidentally contacted while performing techniques targeting another portion of the body.

When male and female members train together, or when adult and minor members train together, and in any other training combination, the purpose and intent of this facility, instructors and staff is to provide an environment for all members to learn and practice their martial arts, self-defense, and exercise techniques. Members are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should any member feel a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and unacceptable advantage of training contact or is made to feel uncomfortable with any training exercise or partner, the member should inform an instructor immediately in private. If the conduct of the training partner appears criminal, then an instructor should be informed and the authorities may be notified either by the member or the instructor, or both.

* _____ Parent(s) / Member Initials

Consent To Physical Contact

I understand the nature of physical contact in this training, and I understand that I have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training or makes me uncomfortable. I agree to abide by school etiquette in all matters pertaining to training, and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact this training allows.

* _____ Parent(s) / Member Initials

Indemnification By Parents Applicable only to Parents Enrolling Minor Child

I agree not to bring any claim or suit against this facility, instructors, staff, guests, students, landlord, or any other parties on behalf of my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be the subject of such a claim. I further agree that I will not cause to be brought, nor encourage a claim or suit. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify this facility, instructors, staff, guests, students, landlord, or any and all additional defendants covered by this agreement for all judgments, costs, attorney fees and other expenses incurred as a result of a breach of this agreement.

* _____ Parent(s) / Member Initials

Arbitration Clause

Should any dispute arise between me, my child, or anyone acting on behalf of my child, regarding this facility, and then I specifically agree that the dispute shall be resolved in binding arbitration. Should a suit be filed in Court, I specifically authorize the Court to order the case to binding arbitration.

Severability

If any clause, sentence, phrase or statement is found unenforceable or invalid by any Court of law, the remainder of the document shall remain valid enforceable and the invalid clause, sentence, phrase or statement shall be considered struck for the document.

Durability

This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting the facility if this document was signed after that date.

I have read this document, and I understand the content of it. I agree to abide by the terms of it.

* _____ Signature Date: _____ Member Signature / Date

For Minor Aged Members

* _____ Signature Date: _____ Parent/Legal Guardian Signature / Date

* _____ Signature Date: _____ Parent/Legal Guardian Signature / Date

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