



Release of Liability

Read Carefully – This affects your legal rights.

In consideration of being permitted to participate in any way in classes or events offered by Palm Beach Sword School (managed by Corsair's Wares International LLC) and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the adult participant named below agrees, or the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. **ACKNOWLEDGEMENTS.** I recognize and fully understand that HEMA is a contact sport involving contact sparring, contact drills, grappling, and wrestling which carry the risk of physical harm.
 - (a) I acknowledge that the possible physical harm I am exposed to in HEMA can include, but is not limited to: Scrapes, Muscle Strains, Bruises, Cuts/Lacerations, Broken Bones, Joint/Orthopaedic Damage, Head Trauma, Concussions, Traumatic Brain Injury, Teeth/Dental Damage, Physical Disfigurement, Internal Bleeding, Organ Damage, Blindness, Partial and Total Disability, Paralysis, or Death. I additionally recognize that HEMA is a sport which requires physical exertion that may cause me medical distress if I am suffering from a medical condition. By signing this release, I declare that I do not suffer from any medical condition that would be aggravated by my participation in HEMA, and this participation does not contradict the advice of a treating physician/medical professional.
 - (b) I acknowledge that the social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - (c) I acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the releasees named below or others, including, but not limited to, the officers, instructors, organizers, guests, observers, employees, volunteers, agents, owners, of the Palm Beach Sword School, Ken Shin Kan of Florida Inc and/or Corsair's Wares International LLC.
 - (d) I acknowledge that these risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of the releasees named below or others, including, but not limited to, the officers, instructors, organizers, guests, observers, employees, volunteers, agents, owners, of the Palm Beach Sword School, Ken Shin Kan of Florida Inc and/or Corsair's Wares International LLC.
 - (e) I acknowledge that there may be other risks not known to us or are not reasonably foreseeable at his time.
 - (f) I acknowledge and understand that no warranty is made about the safety, suitability, or fitness of the facilities used to conduct practises, matches, exhibitions, or any other events and that injury could be caused by environmental concerns. As such, I do not hold Palm Beach Sword School, Ken Shin Kan of Florida Inc and/or Corsair's Wares International LLC liable for an injury resulting from facility and/or environmental concerns.
 - (g) I acknowledge and understand that no warranty/guarantee is made as to the competency of any observer, guest, participant, member, competitor, instructor, guest instructor, spectator if any such person should cause me injury as a result of my participation in activities of any kind offered by Palm Beach Sword School, Ken Shin Kan of Florida Inc and/or Corsair's Wares International LLC. I recognize that such injury could additionally be caused by: defective or broken equipment, unsupervised/inadequate instruction or sparring, disparity of force (height, weight, speed, strength, disability, skill level, numerical superiority etc.), or maturity level.
2. **RISK ACCEPTANCE.** I 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.
3. **SAFETY.** 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. In the case of a minor, the parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below martial arts 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.

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|-------------------------------------|--|------|---------------------|
| Participant/Guardian's Signature | | Date | / / mm / dd / yy |
|-------------------------------------|--|------|---------------------|

4. **WAIVER.** I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Palm Beach Sword School, Corsair's Wares International LLC, Ken Shin Kan of Florida Inc , including their 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, employees, all for the purposes 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 EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
5. **DISPUTE RESOLUTION and VENUE.** The parties agree that the courts of Palm Beach County, Florida will have exclusive jurisdiction to determine disputes in relation to this agreement. No party will institute legal proceedings unless reasonable steps are taken to settle any dispute in mediation with a Florida Supreme Court Approved Mediator. Mediation, legal and court costs will be the responsibility of the undersigned.
6. **ENFORCEABILITY.** 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 State of Florida and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. **MINOR PARTICIPANT.** 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 this release, the participant makes a claim against any of the Releasees, the parent(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.
8. **RELEASE.** I expressly waive, release and discharge the Palm Beach Sword School, Corsair's Wares International LLC, Ken Shin Kan of Florida Inc, and any affiliates, officers, employees, members, instructors, representatives, agents, contractors, or volunteers of the above (the "Released Parties") from any and all claims for damages or injuries that I or the participant may sustain as the result of participation in Palm Beach Sword School activities. I assume all risk for participation in Palm Beach Sword School activities, and understand that the Released Parties are not responsible for determining a participant's fitness to participate. I certify that I am 18 years of age or older; am legally competent and capable of executing this document on my behalf myself (or that I am the Legal Guardian or Parent of a minor child and am legally competent and capable); and understand that by signing below, I have read this release of liability, fully understand it, and freely and voluntarily sign the same.

(PLEASE PRINT ALL INFORMATION CLEARLY)

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|-------------------------|--------------|
| Participant's Signature | |
| Participant's Name | |
| Date | mm / dd / yy |

I grant my permission for the above named minor to take part in activities at the Palm Beach Sword School. By signing below I also expressly agree to all the terms included within this Release of Liability document.

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| Signature of Parent or Guardian for minor | |
| Parent or Guardian's Name | |
| Date | mm / dd / yy |

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| Phone | () | Email | |
| Address | | Student Email If Minor | |