



**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In exchange for permission to participate in Karate classes provided by The Tuscaloosa YMCA Family Center, I hereby enter into the following release and waiver of liability, assumption of risk and indemnity agreement release. I, for myself, my heirs, spouse, executors, administrators, personal representatives and assignees, waive, release, discharge, indemnify, hold harmless and agree not to sue The Young Men’s Christian Association of Tuscaloosa County, Alabama, Inc. and its predecessors, successors, parent companies, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, insurers, indemnitors, and other representatives (“Released Parties”) from any and all liability, responsibility, damages, losses, claims, demands, actions, suits, judgments, costs and expenses (including attorneys’ fees) resulting from personal injury, accidents, illnesses, death and/or property loss caused in any manner, active or passive negligence of the Released Parties, by my participation in the Karate classes.

I acknowledge the Karate classes offered are based on certain methods requiring concentration, control, precision, flow, and breath. These classes are designed to develop musculoskeletal strength, balance, coordination and flexibility. Participants are advised to move comfortably through the exercises and to work at their individual level of difficulty.

I acknowledge I have been advised to consult with a physician with respect to any past or present injury, illness, cardiovascular problem, knee problem, back problem, neck problem, osteoporosis, or any other condition that may affect my participation and ability to participate in and to endure the exercise program, and knowingly assume all risks relating to my participation in these classes.

I knowingly execute this agreement freely and voluntarily, I acknowledge that I am not a minor, and intend by my signature, for this to be a complete and unconditional release of all liability to the greatest extent allowed by law. If I am signing this Release on behalf of my minor child then I intend by my signature, for this to be a complete and unconditional release of all liability towards my child to the greatest extent allowed by law

If despite this release, I, my child, or anyone on my or my child’s behalf makes a claim or demand or lawsuit against the Released Parties, I agree to indemnify, defend, and hold harmless the Released Parties from any losses, damages, injuries, debts, liabilities, expenses, judgments, costs, litigation expenses, or attorneys’ fees they may incur due to claims, demands, damages or causes of action made against the Released Parties. Whether the claim is based on the negligence of the Released Parties or otherwise arising from or related to the Karate classes and/or my presence at the Karate classes.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I further agree that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made to me.

If any portion of this agreement is held invalid, the remaining portions will continue in full force and effect.

Read the above information carefully and then sign below.

SIGNATURE PAGE FOR RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Signature: _____

Date: _____

Printed Name: _____

Minor Child’s name if applicable: _____