



864 Industrial Drive
 Hollister, CA 95023
 Phone: (831) 635-0872
 Fax: (831) 635-0790

**Release and Waiver of Liability, Assumption of Risk, Indemnity
 Agreement, and Photo Release**

Program _____ Day(s) _____ Time _____ Month _____

Participant's Name _____

In consideration of participating in the above named program and other USA Sports and/or Headley Martial Arts and/or Hip Hop by Krisuan Rosalejos classes, that my child or myself will participate in, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such an activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the vent, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all suck risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity.

I and/or my minor child hereby waive, release, discharge, and covenant not to sue USA Sports, and/or Headley Martial Arts or Zachary Headley, Kristopher Massman, Tammera Massman, Krisuan Rosalejos, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the "releasees", I will indemnify, save, and hold harmless each of the "releasees" from any loss, liability, damage, or cost, which any may incur as the result of such claim.

In addition, I realize that the location of the facility in relation to the downtown area and its' traffic, carry additional risks, and I understand and accept the risks associated with its location. Knowing the risks, nevertheless, I hereby assume those risks and release and hold harmless USA Sports, Headley Martial Arts, and/or Hip Hop by Krisuan Rosalejos, and its' employees, including, Kristopher Massman, Tammera Massman, Zachary Headley, Krisuan Rosalejos, and all of the persons or entities mentioned above.

I/we understand and agree that any credit shall be paid promptly in accordance with terms and agreements that the credit grantor may add (one and one-half percent per month) to any balance owed, and, in the event of default, to pay reasonable collection charges and/or attorney fees.

I have carefully read and fully understand the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

PHOTO RELEASE

I agree, as a participant, parent, or guardian of any paid or free event, class, activity, or program, to grant full permission to USA Sports, Headley Martial Arts, Hip Hop by Krisuan Rosalejos, to use my/our name(s) and any photographs, videos, motion pictures, or recordings for any publicity and promotion purposes without obligation or liability to me.

PARENTAL CONSENT

AND, I, the minor's parent and/or legal guardian, understand the nature of the above referenced acitivities and the minor's experience and capabilities and believe the minor to be qualified to participate in such an activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS each of the "releasees" from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above "releasees", I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the "releasees" from any litigation expenses, attorney fees, loss liability, damage, or cost any "releasee" may incur as the result of any such claim.

Printed Name of Parent/Legal Guardian: _____ Date: _____

Signature of Parent/Legal Guardian: _____

The purpose of this general health questionnaire is to:

- Determine in advance whether this participant has any special needs
- Make instructors aware of any special health conditions or concerns
- Avoid unnecessary emergencies
- Accommodate participant's needs so that they may participate in class with confidence

The information given by you is used for contacting. It will not be available to the general public.

Participant's Name _____ M / F ___ Birth Date _____ Parents' Names _____

Address _____ City _____ Zip _____

Home _____ Cell _____ Work _____

Email _____

Emergency Contact (NOT Parent/Guardian) _____ Phone _____

Is student in general good health? _____

Does the participant take any daily medications? _____

If yes, what reactions are you aware of that could occur and what is the recommendation of the participant's physician if such a reaction should occur?

Does the participant have any of the following?

- | | | | | | |
|---------------------------|-----|-----------------------------|-----|----------|-----|
| Seizures | ___ | Weak/Coordination Challenge | ___ | Diabetes | ___ |
| Foot Problem | ___ | Shortness of Breath | ___ | TB | ___ |
| Heart Murmur | ___ | Hemophilia | ___ | ADD | ___ |
| Any Communicable Diseases | ___ | Vision Problems/Dizziness | ___ | Pain | ___ |
| Emotional Challenges | ___ | Liver Condition | ___ | ADHD | ___ |
| Depression | ___ | Mental Disorder | ___ | Autism | ___ |
| Incontinence | ___ | Allergies | ___ | Other | ___ |
| Headaches | ___ | Asthma | ___ | | |

If you've checked any of the above, please explain what we can do to accommodate any special needs:

Is there anything you can think of that we should know about this student that may not have been listed above?

All of the above information is true and correct to the best of my knowledge. If participant's health status changes at any time during his/her enrollment at USA Sports, I will submit the change in writing prior to the participant's next scheduled class.

Signature of Parent/Legal Guardian: _____ Date: _____

USA Sports Witness: _____ Date: _____