

# HOUSTON WING CHUN WAIVER OF LIABILITY

**THIS DOCUMENT LIMITS THE LIABILITY OF THE HOUSTON WING CHUN CLASS. READ IT CAREFULLY.**

BY SIGNING THIS WAIVER, THE STUDENT ACKNOWLEDGES AND RECOGNIZES THAT HE OR SHE IS RETAINING THE HOUSTON WING CHUN CLASS FOR TRAINING IN WING CHUN, WHICH IS A CONTACT MARTIAL ART.

TRAINING IN THE HOUSTON WING CHUN CLASS REQUIRES THE STUDENT TO ENGAGE IN PHYSICAL EXERCISE AND ATHLETIC TRAINING. THE STUDENT IS ADVISED BY THE WING CHUN CAMP TO HAVE A PHYSICAL EXAMINATION BY HIS OR HER PHYSICIAN PRIOR TO ENGAGING IN SUCH ACTIVITY. IT IS ACKNOWLEDGED BY THE STUDENT THAT BY EXECUTING THIS WAIVER, THE STUDENT WARRANTS TO THE WING CHUN CLASS THAT HE OR SHE HAS OBTAINED SUCH PHYSICAL EXAMINATION, AND HAS BEEN ADVISED BY HIS OR HER PHYSICIAN THAT WING CHUN TRAINING POSES NO HEALTH THREAT TO SUCH STUDENT.

FURTHERMORE, STUDENT ACKNOWLEDGES THAT TRAINING IN WING CHUN INCLUDES BUT IS NOT LIMITED TO SUCH MARTIAL ARTS TECHNIQUES AS KICKING, PUNCHING, VARIOUS STRIKES, GRASPING, AND FALLING. IN RECEIVING SUCH TRAINING, THE STUDENT WILL ENGAGE IN THE PRACTICE OF SUCH TECHNIQUES WITH INSTRUCTORS AND OTHER STUDENTS. THE STUDENT, BY EXECUTING THIS WAIVER, ACKNOWLEDGES THAT BY THE VERY NATURE OF HIS OR HER TRAINING, PHYSICAL CONTACT AND INJURY MAY RESULT WITHOUT ANY NEGLIGENCE ON THE PART OF THE INSTRUCTORS AND/OR STUDENTS OF THE HOUSTON WING CHUN CLASS, AND FURTHER ACKNOWLEDGES THAT BY THE VERY NATURE OF TRAINING AT THE HOUSTON WING CHUN CLASS, INJURY IS POSSIBLE.

## **THE STUDENT THEREFORE ASSUMES THE RISK OF INJURY.**

THE STUDENT, BY REASON OF THE ABOVE ACKNOWLEDGEMENT, DOES AGREE TO WAIVE ANY CLAIMS OF LIABILITY AND/OR RESPONSIBILITY AGAINST THE HOUSTON WING CHUN CLASS, OTHER PARTICIPANTS, OR ANY INSTRUCTOR AUTHORIZED TO TEACH AT THE HOUSTON WING CHUN CLASS FOR THE FOLLOWING:

- A. THE WAIVER OF LIABILITY FURTHER INCLUDES BUT IS NOT LIMITED TO INJURIES ARISING FROM:
  1. THE TRANSMISSION OF ANY DISEASE.
  2. DAMAGE OR LOSS OF DENTURES, ORTHOPEDIC BRACES, EYEGASSES, CONTACT LENSES, ARTIFICIAL LIMBS, OR ANY OTHER PROSTHETIC DEVICE,
  3. INJURIES RESULTING FROM STUDENT ENGAGING IN ANY MARTIAL ART, SPORT, OR SELF-DEFENSE PROGRAM, EVENT, TOURNAMENT OR ANY OTHER ACTIVITY OUTSIDE OF THE HOUSTON WING CHUN CLASS.

THE STUDENT SIGNING THIS WAIVER AGREES TO THE ABOVE-NOTED AND BY DOING SO AGREES THAT HE OR SHE SHALL BRING NO CLAIM, LAWSUIT, ACTION, LITIGATION, OR DEMAND IN ANY FORM OR FORUM AGAINST THE HOUSTON WING CHUN CLASS, OTHER PARTICIPANTS, OR ITS INSTRUCTORS, FOR INJURY RECEIVED.

FURTHERMORE, BY SIGNING THIS WAIVER, THE STUDENT WARRANTS THAT HE OR SHE HAS HAD AN OPPORTUNITY TO REVIEW IT AT LENGTH, AND HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW IT WITH AN ATTORNEY OR LEGAL COUNSEL IF HE OR SHE SO CHOOSES PRIOR TO THE EXECUTION OF SUCH WAIVER.

EACH PARTY HERE AGREES TO SUBMIT ALL DISPUTES HE OR SHE MAY HAVE WITH THE HOUSTON WING CHUN CLASS REGARDING ANY CLAIM FOR INJURY OR DAMAGE TO BINDING ARBITRATION BY AN IMPARTIAL BODY ACCORDING TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

REGARDLESS OF ANY FEE THAT MAY HAVE BEEN PAID, PARTICIPATION IN THIS HOUSTON WING CHUN CLASS IS AT THE SOLE DISCRETION AND BY PERMISSION OF THE **“ORGANIZING COMMITTEE OF THE HOUSTON WING CHUN CLASS”**. EACH AND EVERY PARTICIPANT IS EXPECTED TO CONDUCT HIM OR HERSELF SO AS TO ENSURE THE SAFETY AND RESPECT OF ALL PARTICIPANTS. THIS CONDUCT INCLUDES BUT IS NOT LIMITED TO THE RESPECT OF EACH OTHER’S PERSONAL SPACE, THE PROHIBITION OF SEXUAL HARRASSMENT, AND THE PROHIBITION OF EXCESSIVE FORCE IN PRACTICE, TRAINING, OR SPARRING.

THE **“ORGANIZING COMMITTEE OF THE HOUSTON WING CHUN CLASS”** MAY, IN ITS SOLE DISCRETION REMOVE ANY PARTICIPANT AT ANY TIME FROM THIS EVENT FOR VIOLATION OF THE RULE AGAINST EXCESSIVE FORCE, SEXUAL HARRASSMENT, DISRESPECT OF OTHERS’ PERSONAL SPACE, OR FOR ANY CONDUCT WHICH IS DEEMED TO ENDANGER THE SAFETY OF OTHER PARTICIPANTS OR OTHERWISE DISRUPT THE CONDUCT OF THIS EVENT.

ANY PARTICIPANT REMOVED FROM THIS EVENT FORFEITS ANY FEES PAID FOR ATTENDANCE OR REGISTRATION AT THIS EVENT.

PARTICIPANTS ARE FORBIDDEN TO TAKE MOVING PICTURES OF WING CHUN CAMP EVENTS UNLESS EXPLICITLY AUTHORIZED TO DO SO BY THE **“ORGANIZING COMMITTEE OF THE HOUSTON WING CHUN CLASS.”** STILL PICTURES ARE PERMITTED FOR PERSONAL USE ONLY. ANY OTHER USE OF MOVING OR STILL PICTURES INCLUDING ADVERTISING OR PROMOTIONAL PURPOSES IS STRICTLY PROHIBITED WITHOUT EXPLICIT PERMISSION BY THE **“ORGANIZING COMMITTEE OF THE HOUSTON WING CHUN CLASS.”**

I THE UNDERSIGNED, BY SUBMITTING THIS STATEMENT OF WAIVER REPRESENT THAT I AM 18 YEARS OF AGE OR OVER, OR IF NOT YET 18 YEARS OF AGE, WILL HAVE THIS WAIVER SIGNED BY ONE OF MY PARENTS OR LEGAL GUARDIAN. I CERTIFY THAT I AM MENTALLY AND PHYSICALLY FIT TO PARTICIPATE IN THE CLASS/SEMINAR FOR WHICH I AM REGISTERING. I FULLY UNDERSTAND THAT THIS IS A MARTIAL ARTS SEMINAR WHICH WILL INVOLVE SIMULATED FIGHTING AND PHYSICAL CONTACT. I ASSUME THE RISK OF ALL INJURY OR LOSS RESULTING FROM MY PARTICIPATION IN THIS SEMINAR AND DO RELEASE ALL ASSOCIATED WITH THE PROMOTION OR CONDUCTING OF THIS SEMINAR FROM ANY LIABILITY OR CLAIM OF LIABILITY WHICH MAY ARISE AS A RESULT OF LOSS OR INJURY RECEIVED OR ALLEGED TO BE RECEIVED DURING MY PARTICIPATION IN THIS SEMINAR. I WAIVE ANY COMPENSATION FOR THE USE OF PICTURES, MOVIES, MEDIA COVERAGE, ETC. UTILIZED BY THOSE ASSOCIATED WITH THIS EVENT FOR PROFIT-MAKING OR PROMOTIONAL MOTIVES.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_