



KICKSIDE
MARTIAL ARTS

MONTGOMERY/PRINCETON

1225 State Rd., Suite 10
Princeton, NJ 08540
609-430-0513 | montgomerykicker@gmail.com

HILLSBOROUGH

378 South Branch Rd, Suite 104
Hillsborough, NJ 08844
908-336-8409 | kicksidemahills@gmail.com

Kickside Martial Arts Waiver

RELEASE AND WAIVER OF LIABILITY

In consideration of being allowed to participate in any way in any Montgomery Taekwondo Academy, LLC (dba Kickside Martial Arts) or Hillsborough Martial Arts, LLC (dba Kickside Martial Arts) heretofore referred to as "Kickside Martial Arts" programs, events or activities, I understand, acknowledge and agree to the following:

1. I certify that I am/my child is physically fit and able to participate in the program, event or activity, and have/has not been advised otherwise by a qualified medical professional. I/he/she will not participate in any program, event or activity in which I am/ he or she is not physically able. I certify that the participant has his/her own medical and dental insurance.
2. I agree to comply with any and all rules, regulations, terms and conditions for participation in the program, event or activity. I agree to inspect the equipment and premises to be used prior to participation. If I believe that anything is unsafe, I will inform staff, instructors, or facilities owners of the issue and refuse to participate if not corrected.
3. COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. Kickside Martial Arts has put in place preventative measures as recommended by the CDC and WHO to reduce the spread of COVID-19. However, Kickside Martial Arts cannot guarantee that I or anyone else will not become infected with COVID-19, including my spouse, guests, unborn child, or relatives. Participation in Kickside Martial Arts class, program, related event, or activity could increase the risk of contracting COVID-19. By signing this agreement, I ACKNOWLEDGE the contagious nature of COVID-19 and VOLUNTARILY ASSUME THE RISK that I may be exposed to or infected by COVID-19 by participating in a Kickside Martial Arts class, program, related event, or activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself, my spouse, guests, unborn child, or relatives. I understand that the risk of becoming exposed to or infected by COVID-19 at a Kickside Martial Arts class, program, related event, or activity may result from the actions, omissions, or negligence of myself or others, including, but not limited to, Kickside Martial Arts employees, volunteers, and program participants. I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur. Further, I UNDERSTAND AND AGREE that this release includes any Claims based on the actions, omissions, or negligence of Kickside Martial Arts, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Kickside Martial Arts class, program, related event, or activity.
4. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of Kickside Martial Arts staff or instructors, participants, volunteers, spectators; (b) conditions of the premises or equipment used; (c) rules of play; (d) temperature; (e) weather; (f) condition of participants; and, (g) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF KICKSIDE MARTIAL ARTS OR OTHERS, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.
5. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue Kickside Martial Arts, its owners, managers, members, directors, officers, employees, volunteers, representatives, agents, townships and other participants (collectively the Releasees), from any and all claims WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, any liability and expenses WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE RELEASEES which I may have or which may subsequently occur to me, relating to, resulting from or arising out of my use and/or participation in any programs, events or activities of Kickside Martial Arts, including any injury or damage to my person or property, or to that of any other person or property. My release of liability includes my attendance at any social or charitable event or gathering that may be organized, authorized, or paid for by the Releasees, individual students, or any event organized under the Releasees or their rules, including but not limited to social gatherings, and any pre- or post-class events or gatherings.
6. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my participation in any Kickside Martial Arts program, event or activity.



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7. I grant Kickside Martial Arts permission to use photographs, videotapes, recordings or any other record of me in programs or events for any legitimate purpose. I will not bring alcohol or illegal drugs to any of the sites.

8. I consent to have medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity. I release Kickside Martial Arts and all persons participating in any such medical treatment from all responsibility for any such actions.

9. I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

IN WITNESS WHEREOF, Participant has read and voluntarily signed this Release, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS.

Student Name (please print) : _____

Parent/Guardian Name (if under 18): _____

Authorized Signature: _____ Date: _____

To be completed by Kickside Martial Arts:

Received by: _____ Signature: _____ Date: _____