

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Martial Arts Training under U.S. Soo Bahk Do Moo Duk Kwan, Inc. organized by Cary Soo Bahk Do, LLC. ("Cary Soo Bahk Do"), of 2080 E. Williams St., Apex, North Carolina, 275939 and/or use of the property, facilities and services of Cary Soo Bahk Do, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Cary Soo Bahk Do instructors, or the employees, representatives or agents of Cary Soo Bahk Do.
 - a. I recognize that there are certain inherent risks associated with the above described activity and that; (i) I the applicant or applicants are in good health, physical condition and are approved by their primary medical doctor or physician to participate in such aerobic, vigorous martial arts activities; (ii) I will disclose any medical issues that I know of like but not limited to, allergies, asthma, surgeries, autoimmune diseases, learning disabilities, heart conditions, mental illness including any/all doctor prescribed medications, or any limitations past or present; (iii) I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Cary Soo Bahk Do for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Cary Soo Bahk Do, whether caused by the fault of myself, my family, Cary Soo Bahk Do or other third parties; (iv) I release Cary Soo Bahk Do and its agents from any and all liability now or in the future for conditions that I may obtain. These conditions may include but not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heart prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness now known or here devised that may incur, including death.
2. I agree to indemnify and defend Cary Soo Bahk Do against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Cary Soo Bahk Do.

3. I agree to pay for all damages to the facilities of Cary Soo Bahk Do caused by my or my family's negligent, reckless, or willful actions.

a. I agree to hold harmless and no judgement against “The Bannard Center”, Dr. Daniel Bannard, Instructors, Assistants, Subsidiary and Affiliate Companies for example but not limited to, the U.S. Soo Bahk Do Moo Duk Kwan Federation and including the facilitate in which the studio is located and the building owner/operator Hope Community Church of Apex, are released and held harmless from any damages both physical, mental and punitive.

4. I consent to the participation of my child (Parent/Legal Guardian Name)

[REDACTED], of

Address:

[REDACTED]
[REDACTED], North Carolina, in Martial Arts Training under Soo Bahk Do Moo Duk Kwan, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of Childs Name:

[REDACTED].

5. In the event of an injury to the above minor during the above described activities, I give my permission to Cary Soo Bahk Do or to the employees, representatives or agents of Cary Soo Bahk Do to arrange for all necessary medical treatment for which I shall be financially responsible. Cary Soo Bahk Do shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b. The power to authorize medical treatment or medical procedures in an emergency or life threatening situation;
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

6. Any legal or equitable claim that may arise from participation in the above shall be resolved under North Carolina law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARY SURRENDERS CERTAIN LEGAL RIGHTS.

Dated:

Signature:

Name:

Address:

In case of an emergency, please call (Relationship:
) at Ext. (Day), or
 Ext. (Evening).