

TERMS OF AGREEMENT

Waiver and Release: I, as the student's(s') guardian, fully recognize that this event involves strenuous physical exercise and I am fully aware of the risks of injury, fatality and/or illness inherent in participation, and I have taken all reasonable steps to determine, and hereby warrant, that my student(s) is(are) in good health and is(are) capable of participating in this event offered by UMS Martial Arts. I understand and agree that all participation in this event and use of UMS Martial Art's equipment and facilities shall be done at our own risk. I hereby release, indemnify, and hold harmless UMS Martial Arts and its officers and personnel from and against any and all claims, demands, damages, costs and liabilities of any kind, including but not limited to attorney's fees and costs, for any injury, fatalities, or harm of myself, the student(s) listed above, or any third parties that may arise by virtue of this agreement for any compensation demands and claims made by any party acting on my, the student(s), or the third parties' behalf for any harm, fatalities, or injuries sustained in or around UMS Martial Arts.

I authorize the personnel of UMS Martial Arts to seek medical attention for the student(s) listed above and to transport my student(s) in the case of a medical emergency. I also authorize the attending physician to perform any emergency treatment that is deemed necessary.

Payment: I understand that payment is due before the event begins and is non-refundable. I realize there is a \$25.00 service charge to be paid to UMS Martial Arts for any returned checks. If I or the person designated to pick-up my student(s) from UMS Martial Arts is late I agree to pay the late fees associated with the late pick-up time (\$10 charged for any time between 10:01-10:15 pm and \$5 for every fifteen minute segment thereafter).

Loss/Damage/Theft of Property: I understand and agree that UMS Martial Arts, its officers, personnel, and agents shall not be held responsible for any personal property which is damaged, lost or stolen in or around UMS Martial Arts or its facilities.

Photographic Equipment: I hereby authorize UMS Martial Arts, via its officers, personnel, or agents to photograph and record myself and/or my student(s) and to utilize such materials without restriction for any commercial purpose, including but not limited to the promotion and marketing of UMS Martial Arts, and I agree that I, nor any party acting on my or my student's(s') behalf, shall not be entitled to receive compensation of any kind as a result of such use.