

MINOR WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of Phoenix Martial Arts Center (the "Phoenix") allowing my child/children as listed below (collectively, the "Minor") to participate in Martial Arts training courses, tournaments, clinics, exhibitions, competitions, practices or related events (individually and collectively, the "Activities"); I, for myself and the Minor, and on behalf of my spouse, children, guardians, heirs, next of kin, legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and do make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Activities; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Activities, and that I am responsible for the Minor's safety and well being at all times and under all circumstances while at the site of the Activities or en route to or from the site of the Activities.

2. I understand and acknowledge the risks and dangers associated with the Minor's participation in the Activities, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, natural or manmade objects; dangers arising from equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of Phoenix or its instructors; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my or the Minor's own actions or inactions, the actions or inactions of others participating in the Activities, or the negligent acts or omissions of the Released Parties (defined below), and on behalf of myself and the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I or the Minor may incur as a result of the Minor's participation in any Event. I acknowledge that Phoenix assumes no responsibility whatsoever for lost or damaged personal property.

3. On behalf of myself and the Minor, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Phoenix, its sponsors, advertisers, instructors and employees; venue and property owners or operators upon which the Activities take place; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, volunteers, legal and personal representatives, successors and assigns (individually and collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to the Minor's participation in the Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim. I hereby warrant that I am of legal age and competent to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the

Minor's parents/legal guardians, heirs, next of kin, legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

4. At all times while on property owned or controlled by Phoenix I, on behalf of myself and the Minor, agree to be familiar with and to abide by the Rules and Regulations established from time to time by Phoenix. Additionally, while at any sanctioned contest or exhibition, I agree to abide by the rules and regulations of Phoenix and any other applicable governing bodies' rules and regulations related to the Activities, including but not limited to any competitive rules adopted by competition venues and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Activities, and for the condition and adequacy of the Minor's equipment. I understand that Phoenix has the right to control or prohibit advertising, clothing or accessories used, worn, or displayed by a participant at the site during any Activities, and that they have also reserved the right to disqualify anyone or deny participation in the Activities for any reason they deem just and proper in their sole discretion. I acknowledge that Phoenix reserves the right, in its sole discretion, to terminate or suspend from participation in the Activities any student for fighting, assault or other acts of violence, and/or any violations of the law. If participation by a student is so terminated and suspended, I acknowledge my understanding that any monies paid by such student toward the Activities shall be forfeited and not refunded, and that any obligation of such student (or, in the case of a minor, their legal guardian) to make payments to Phoenix shall remain in full force and effect.

5. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. To the extent permitted by law, this Agreement is performable in Rockwall County, Texas and shall be governed by the laws of Texas. Any proceeding brought to enforce or construe this Agreement or any part of this Agreement shall be brought in a court of competent jurisdiction in Rockwall County, Texas.

MINOR #1: Print Name: _____ Age: _____

Date of Birth: _____ / _____ / _____ Male/Female (Circle One)

Home Tel.: (____) _____

MINOR #2: Print Name: _____ Age: _____

Date of Birth: _____ / _____ / _____ Male/Female (Circle One)

MINOR #3: Print Name: _____ Age: _____

Date of Birth: _____ / _____ / _____ Male/Female (Circle One)

X _____
Signature of Parent/Legal Guardian for Minor(s)

Date Signed: _____ / _____ / _____