## RELEASE AND WAIVER OF LIABILITY

I, the undersigned hereby waive all claims against any and all persons associated with the E & C Industries LLC/Peak Training Center. I understand that I am participating in a martial art which has body contact. I understand that this form of martial arts involves choke holds, arm locks, neck cranks, ankle locks, throws, slams, punches, kicks, elbows, knees, and such which could potentially cause serious injury or even death. I assume full responsibility for all my actions during and connected to the above organization. I understand the risk of participating in this form of martial arts training and hereby release the E & C Industries LLC/Peak Training Center and all of its agents, employees and associates of and from any and all liability, claims, demands, actions, medical bills, and causes of action whatsoever arising out of or relating to any negligent or other act or omission, and/or any loss, damage, or injury, including death, that may be sustained by the undersigned or any property of the undersigned in participating in this form of training. I, the undersigned also state that I am in good physical condition and know of no reason why I cannot train in this form of training. I understand that in case of emergency, I hereby authorize any licensed medical personnel to perform any accepted medical assistance deemed necessary and I agree to bear the expense of any such treatment. As additional consideration for training at the E & C Industries LLC/Peak Training Center, I agree that my attendance and/or performance at the academy and abroad at events and such may be photographed, filmed and/or taped and used by the E & C Industries LLC/Peak Training Center for marketing purposes and I authorize the use of my image and I waive any compensation thereof – even if I discontinue my training at the E & C Industries LLC/Peak Training Center. I acknowledge that I would like to receive correspondence from the academy via telephone, mail, and email. I, the undersigned, being duly aware of the risks and hazards inherent upon participating in this form of martial arts agree to all its rules, terms, and conditions. I acknowledge that I have received a copy of the E & C Industries LLC/Peak Training Center's rules and sparring rules, have read them, understand them, and agree to honor and obey them. I understand that disobeying the rules may, at the instructor's discretion, result in suspension or expulsion from the E & C Industries LLC/Peak Training Center and that I will not be entitled to a refund and if expelled must pay the remainder of my contract if one has been signed. In signing the foregoing release, the undersigned hereby acknowledges and represents: that he/she has read the foregoing release, understands it and signs it voluntarily; that he/she is over 18 years of age and of sound mind. If under 18, parent/legal guardian in signing this release agrees to all its terms and conditions.

| Print Child | d's First & Last Name:                           |       |   |
|-------------|--|-------|---|
| Print F     | irst & Last Name:                                |       | _ |
|             | (Parent/Legal Guardian if under 18 years of age) |       |   |
| Cianadı     |  | Data  |   |
| Signed: _   | (Parent/Legal Guardian if under 18 years of age) | Date: |   |