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**RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK**

In consideration of **Mushin Self Defense, L.L.C.** and its instructors, employees, and contractors including but not limited to **Brandon Kiser** and **Brian Takeo Yamasaki** (hereinafter “Mushin”) providing me martial arts, combat sports, and related physical training, I agree that I engage in such training or use of any facility on the premises and the premises in general at my own risk. This includes, without limitation, my presence on the premises, my use of any equipment in the facility and my participation in any activity, class, program or instruction. I agree to release and discharge Mushin, and any of their related companies, officers, directors, instructors, employees, agents, and co-participants from any and all liability whatsoever for injuries, damages, claims or causes of action (known or unknown) arising out of Mushin’s negligence. This includes without limitation injuries or damages which may result from improper instruction, accidental or intentional contact during the training, negligent instruction or implementation of combat motions and maneuvers, hazards located in the facility, burns, broken bones, sprains, bruises, tears to ligaments or other joints, unconsciousness, bleeding and/or any other improper or negligent act or instruction, whether related to exercise, combat training, or not. I fully understand that if any medical treatment is provided to me, with or without my consent, such treatment will be first aid type treatment, and I waive any and all claims or causes of action arising from or based upon the provision of such treatment, including claims or causes of action based upon the negligent provision of such treatment. I acknowledge that Mushin offers a service to their clients encompassing the entire recreational and/or fitness spectrum related to martial art and combat sport training. Mushin is not in the business of selling Combat and Martial Arts safety equipment, exercise equipment, or other products to the public, and the purchase or use of such items is incidental to the service provided by Mushin. This release is not intended as an attempted release of claims of gross negligence or intentional acts. Given the nature of combat training and sparring; Intentional acts should not include or limit Mushin or its attendees from consenting to and engaging in mutual sparring or combat maneuvers which have a high likelihood of causing injury to a voluntary participant and such voluntary participants shall waive any such claims of harm for engaging in the mutual sparring or combat maneuver.

By participating in training or attending any activity in connection with Mushin, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same. **I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a release of liability. I am waiving any right that I may have to bring a legal action to assert a claim against Mushin arising out of Mushin’s negligence. This waiver and release is intended to be interpreted as broadly and all encompassing as permissible under Utah law.**

**ASSUMPTION OF RISK**

I agree that if I am present on Mushin’s premises, and/or I engage in any martial arts, Combat sports, or recreational training, physical exercise or activity or use any facility on the premises, I do so at my own risk. I understand that presence at the premises and/or participation in any activities offered by Mushin carries with it certain risks, known and unknown, including but not limited to the risk of personal injury, and fully assume that risk on my own behalf and on behalf of my heirs, assigns, and/or agents. This includes, without limitation, my mere presence on the premises, my use of any equipment in the facility and my participation in any activity, class, program or instruction. I agree that I am voluntarily present and/or participating in these activities and using these facilities and premises and I assume all risks of injury including, without limitation, injuries or damages which may result from from improper instruction, accidental or intentional contact during the training, negligent instruction or implementation of combat motions and maneuvers, hazards located in the facility, burns, broken bones, sprains, bruises, tears to ligaments or other joints, unconsciousness, bleeding and/or any other improper or negligent act or instruction, whether related to exercise, combat training, or not, including injuries or damages arising out of Mushin’s negligence. **I hereby release Mushin, and any of their related companies, officers, directors, instructors, employees, agents, and co-participants from any duty of reasonable care to protect me from injury or damage. This assumption of the risk is intended to be interpreted as broadly and all encompassing as permissible under Utah law.**

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 Printed Name Signature Date Phone

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 Parent or Guardian Name Parent/Guardian Signature Date Phone