



HILL COUNTRY COMBATIVES

ASSUMPTION OF RISK AND LIABILITY AGREEMENT

Student Name _____ Birth Date _____

Parent Name(s) if student is a minor under 18 _____

AUTHORITY TO TREAT

I, the undersigned, give the instructors, staff and responsible adults the power to authorize medical or other treatment of the person named above under "Student Name," subject to the limitations listed below, if any. If I am not the person so named, I am the parent, guardian or adult responsible for the person named, and I have the legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian, or adult responsible has been contacted or has consented to the specific treatment, provided it does not conflict with the limitations outlined below. This authority begins on the date signed and continues indefinitely.

Limitations to Treatment _____

Information of Medical Significance _____

By giving my authorization, I assume responsibilities for all decisions made, provided they are reasonable decisions under the circumstances based upon the knowledge and understanding of the person making the decisions, and I trust their judgment and offer the benefit of the doubt to them in any claim or legal proceeding. This presumption may only be overcome by clear and convincing evidence that they acted with malice or willful gross negligence, and, if so they may still be liable.

Signature _____

Date _____

Print Name _____

Relationship (if other than self) _____

I understand that the instructors, senior students, or others may have some skills in first aid, CPR, and, at their discretion, I authorize them to use those skills and techniques to assist in any circumstance in which they judge their skills would be necessary or helpful.

Initials _____

Initials _____



ADVISORY OF RIGHTS AND RESPONSIBILITIES

Safety is not the sole responsibility of instructors and staff. Everyone in class is responsible for their own safety and the safety of those around them.

All students have the right and responsibility to excuse themselves from any exercise they believe will be harmful to them. All students must evaluate each situation in the context of their skill and current physical condition, and conduct each drill in a manner that is safe. If an instructor gives an instruction that is unsafe for the student, it is the student's responsibility to inform the instructor that the skill may be unsafe. The instructor will routinely excuse the student from unsafe exercises and drills. The instructor may ask for an explanation, and the student is expected to provide one.

All students have the responsibility to train and conduct themselves in a manner that helps all students and instructors to remain safe. Students must give those who are training enough room to avoid interfering with, and avoid being accidentally struck by, someone else practicing, which is especially important when others are practicing with weapons.

In the event of an injury, students have the right and responsibility to evaluate the extent of harm, stopping what they are doing even if it includes a partner, and determining that it is safe to continue. Unless a student is certain that farther practice will not create or worsen a problem, all students are encouraged to stop what they are doing and inform an instructor. In the event a serious injury, or appearance of a serious injury, all students, instructors, staff and visitors, notably parents, have the right to call a stop to a particular training exercise.

If a student notes an unsafe training situation which may include a student performing a skill incorrectly, a student not being careful about others, a defect in a piece of training equipment, a potentially dangerous obstacle or condition on the floor, or anything else that may cause or lead to harm of students, instructors, staff, visitors or guests, then the student is expected to correct the situation if within his ability, or notify an instructor or staff member immediately. If something is simple to correct, such as picking up a weapon left on the floor, the student should correct the situation. If the situation may require the authority of the instructor, or staff, or if it is not a simple matter, then an instructor or staff member should be notified immediately.

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ASSUMPTION OF RESPONSIBILITIES AND RISK

Combatives training is a potentially dangerous activity. Bumps, bruises, scrapes, scratches, and soreness are commonplace, and most students will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude. Students can expect to encounter these injuries infrequently. The possibility of more serious injury exists, including fractured/broken bones, torn ligaments, though not all students encounter serious injuries. There remains, despite safety precautions, the remote possibility of crippling or death, though this is certainly not expected in this class.

I understand the above statement of risk, and I understand the rights and responsibilities of students. I assume responsibility for my own safety (or the safety of my child), understanding and accepting the risks involved with combatives training. Even if the instructor has informed me that no serious injuries have ever happened in this facility or with any of the instructors, I understand that this does not mean that there is no possibility of harm. By assuming this risk, I completely absolve all instructors, staff, students guests, visitors, landlords, management companies, and any and all other parties of liability for my harm, unless intentionally caused in criminal conduct.

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NOTICE AND CONSENT TO INSTRUCTORS

This combatives class seeks to make use of highly trained, professional instructors, with both expertise and experience both in the arts we teach and in teaching. The head instructor or any other qualified instructor may teach classes. Should an instructor be unavailable for a given class, a junior instructor, senior student, or guest instructor may teach. The choice of the instructor is left to the discretion of the head instructor.

I understand that I may not always have the instructor I desire, but I shall seek to learn from whomever is teaching, to show the respect due the position of teacher to whomever is teaching, and to conduct myself in accordance with the etiquette established at this class. I understand that I have the responsibility for my own safety without regard to who is teaching the class. I specifically consent to any instructor that the head instructor feels is sufficiently qualified by any standards he sets to teach the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

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NOTICE OF PHYSICAL CONTACT

Complete combatives training involves a wide variety of skills. While practicing these skills, students may have contact with any portion of the body. The groin may be the target of kicks, strikes, and grabs. The chest, buttocks, groin or any part of the body may be contacted by any part of the training partner's body during training by martial arts/ combative techniques, or incidentally contacted while performing a technique targeting another portion of the body.

When male and female students train together, or when adult and minor students train together, and in any other training combination, the purpose and intent of the class, instructors and staff is to provide an environment for all students to learn and practice martial arts/combatives training. Students are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should any student feel a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and unacceptable advantage of training contact, or if a student is made uncomfortable by any training exercise or partner, then that student has the right to withdraw from the exercise or drill. If the conduct of the training partner appears inappropriate, the student should inform an instructor privately. If the conduct of the training partner or any training partner appears criminal, then an instructor should be informed and the authorities may be notified either by the student or the instructor, or both.

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CONSENT TO PHYSICAL CONTACT

I understand the nature of physical contact in combatives training, and I understand that I have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training or makes me uncomfortable. I agree to abide by school etiquette in all matters pertaining to training, and I shall not in any way conduct myself inappropriately or to take inappropriate advantage of the contact combatives training allows.

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ADVISORY OF MEDICAL EXAMINATION AND PHYSICIAN ADVICE

Because martial arts and firearms training is a physically based, athletic activity, participants must be in reasonably good health and physical condition. Those who are not in reasonable good health and physical condition due to age, illness, disability, infirmity, or any other reason, should not participate in such activity. Before undertaking such an activity, a student (or parent of a student) is advised to obtain a physical exam of the student by a qualified physician and to seek a physician's advice regarding whether or not the student should participate in such activity. If a student suffers from any type of ongoing or recurrent medical problem or physical limitation it is essential that the student seek the advice of a physician before engaging in martial arts/firearms.

I understand the above statements, particularly that I should obtain a physical examination and physician's advice as to whether or not I should engage in martial arts/firearms activity. If I am a parent of a minor child enrolling in the class, I understand that my child should receive a physical examination and physician's advice as to whether or not my child should engage in martial arts or firearms activity. I understand and agree that I assume any and all risks of any injury and harm that may result from my failure to both obtain a physical exam and a physician's advice for myself (or for my child if a parent) before I (or my child) undertake martial arts/firearms training. Further, I agree to completely absolve all instructors, staff, students, visitors, guests, landlord, management companies, and any other parties for any injury or harm I (or my child if a parent) may receive as a result of my failure to obtain a physical exam or physician's advice for myself (or my child if a parent).

By participating in martial arts/firearms activity, I am certifying that I am in reasonably good health and physical condition and am capable of taking part in such activity, regardless of whether or not I have received a physical exam or sought the advice of a physician. If I am a parent of a child participating in martial arts/firearms activity, I am certifying that my child is in reasonably good health and physical condition and is capable of taking part in such activity, regardless of whether or not my child has received a physical exam or sought the advice of a physician.

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**INDEMNIFICATION BY PARENTS
Applicable only to Parents Enrolling Minor Child**

I agree not to bring any claim or suit against the instructors, staff, guests, students, landlords, or any other parties on behalf of my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be the subject of such a claim. I further agree that I will not cause to be brought, nor encourage, a claim or a suit. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify the instructors, staff, guests, students,

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ARBITRATION CLAUSES

Should any dispute arise between me, my child, or anyone acting on behalf of my child, regarding this class, then I specifically agree that the dispute shall be resolved in binding arbitration. Should a suit be filed in Court, I specifically authorize the Court to order the case to binding arbitration.

SEVERABILITY

If any clause, sentence, phrase, or statement is found unenforceable or invalid by any Court of law, the remainder of the document shall remain valid and enforceable, and the invalid clause, sentence, phrase, or statement shall be considered struck from the document.

DURABILITY

This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting the class if this document was signed after that date.

**I have read this document in its entirety, and I understand the complete content of it.
I agree to abide by the terms of it.**

Student Signature

Date

For Minor Students Only:

Parent Signature

Date

Parent Signature

Date