



Kung Fu Buffalo
350 Union Street
Hamburg, NY 14075

Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way (at the school or in public) in the Martial Arts Program at Kung Fu Buffalo, indicated below the participants, parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The participants, parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below martial arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge the following:
 - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
 - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
 - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
 - e. There are also risks and dangers of exposure to Coronavirus, flu of various strains, (Most recently COVID-19) and other sicknesses known and unknown at this time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such exposure to Corona virus strains and other illnesses, injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Kung Fu Buffalo/Daniel Della Vella, located at 350 Union Street, Hamburg, NY 14075, the martial arts facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, teachers, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee"...From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S), EDUCATION & MARTIAL ARTS TRAINING ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that this contract, policies, and release & waiver of liability shall be governed by the laws of the state of New York. Any disputes relating thereto shall be brought in a court of Erie County. NY.

7. On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parents(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Today's Date: _____

Name of Student: _____ DOB: _____

Signature of Student:

X _____

Name of Parent/Legal Guardian: _____

Parent/Legal Guardian Signature X _____

Street Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Medical Issues:

