

Kajukembo Self Defense Systems of Houston Student Application

Indemnity, Assumption of Risk, and Waiver of Liability Agreement

Applicant Information	
Full Name: _____ _____	Address: _____ City, State Zip _____
Home Phone No: _____ Email : _____	Emergency Contact: _____ Phone No: _____
Date of Birth: _____	Date of Agreement: _____

Indemnity, Assumption of Risk, and Waiver of Liability Agreement

This Indemnity, Assumption of Risk, and Waiver of Liability Agreement ("Agreement") is made and entered into this _____ day of _____, 2016, by and between Kajukembo Self Defense Systems of Houston "**Burton Scott Vickers**", **Professor Burt Vickers**, its owner, employees, instructors, guest instructors, seminar instructors (hereinafter collectively called, "KSDS of Houston") or Kajukembo Self Defense Systems and _____ (hereinafter called "User"). In consideration of being allowed to participate in any KSDS of Houston activities, User agrees to the following.

1. User desires to enter the facilities of KSDS of Houston located at 10531 Trading Post Drive Houston Texas 77064, or Studio location, or a city park area for the purposes of training and engaging in full contact or point style sparring and fighting, self defense techniques with any of KSDS of Houston. User acknowledges this Agreement shall apply to all athletic activities sponsored by KSDS of Houston.

2. User understands and acknowledges that the above activities shall involve physical contact. User further acknowledges the risk and liabilities of physical injury to their person or personal property whether foreseen or unforeseen, which may result from the intentional or negligent actions of KSDS of Houston and "**Burton Scott Vickers**", **Professor Burt Vickers**. User further understands and acknowledges that such risk may not be due not only to User's own actions, but also the action, inaction, or negligence of others, or the condition of the premises or any equipment used.

3. User warrants and represents that User is in good physical condition and has no disability, impairment or ailment preventing them from engaging in martial arts training or that would be detrimental or inimical to their health, safety, comfort, or physical condition by engaging or participating in such activities.

4. User understands that KSDS of Houston "**Burton Scott Vickers**", **Professor Burt Vickers** does not authorize User to use any of the fighting or defense techniques that User learns in his or her studies at KSDS of Houston or "**Burton Scott Vickers**", **Professor Burt Vickers** against any other person, in any circumstance other than: (1) martial arts training, matches, exhibitions, or demonstrations in which the instructors and User agree that User is sufficiently qualified and physically able to participate, and (2) self-defense or defense of others in a situation that involves the risk of imminent physical personal injury or death.

5. User desires to confirm the existence of this Agreement for the purpose set forth and to reduce to writing the terms, provisions, and conditions relating to this Agreement. NOW THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreements, hereinafter set forth KSDS of Houston "**Burton Scott Vickers**", **Professor Burt Vickers** and User agree that User be permitted to enter KSDS of Houston's facilities and engage in the activities hereinabove set forth. User expressly agrees to indemnify, hold harmless and release from liability KSDS of Houston, "**Burton Scott Vickers**", **Professor Burt Vickers** from and against any and all claims and damages of every kind, for personal injury to or death of the User or any person of persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the presence of using the facilities and the equipment therein or as a result of fighting whether point style or full contact karate or kickboxing, or any self defense techniques learned and used in training.

6. By execution of this Agreement, User assumes full responsibility for any injuries, damages or losses which may occur on or about the premises of said training facilities and does hereby full and forever release and discharge KSDS of Houston and "**Burton Scott Vickers**", **Professor Burt Vickers** from any and all claims, demands, damages, rights of action, or any cause of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of User's use or intended use of the said training facilities for training or fighting and the equipment therein.

7. KSDS of Houston "**Burton Scott Vickers**", **Professor Burt Vickers** shall not be liable to, User and or its guest, guest instructors or any other person, for any damage to person or property, caused by the negligence of KSDS of Houston "**Burton Scott Vickers**", **Professor Burt Vickers** or of any other person of said demised premises, or due to the building on said premises or any appurtenances thereof being improperly constructed, or being or becoming out of repair, nor for any damages from any defects or want of repair of any part of the building. KSDS of Houston "**Burton Scott Vickers**", **Professor Burt Vickers** accepts such premises as suitable for the purposes for which same are used and accepts the building and each appurtenance thereto, and waives defects therein, and agrees to hold KSDS of Houston "**Burton Scott Vickers**", **Professor Burt Vickers** harmless from all claims for any such damage arising therefrom.

Execution hereby binds User, his/her heirs, executors and administrators to the terms, and mutual promises of this Agreement.

KAJUKEMBO SELF DEFENSE SYSTEMS
OF HOUSTON. K.S.D.S of Houston.

USER OR STUDENT

By: _____
Name: Burton Scott Vickers
Title: Professor /Chief Instructor

Name: _____
Print Your Name

Name: _____
Your Signature

PARENT OR GUARDIAN (IF UNDER 18):

Name: _____
Print your Name

Name: _____
Your Signature

Kajukembo Self Defense Systems Photo and Press Release form

I hereby grant the Kajukembo Self Defense Systems (K.S.D.S) and Kajukembo Self Defense Systems International Organization (K.S.D.S.I) and Kajukembo Self Defense Systems of Houston, KSDS of Houston **"Burton Scott Vickers", Professor Burt Vickers** permission to use my likeness in a photograph in any and all of its publications, including website entries, without payment or any other consideration.

I understand and agree that these materials will become the property of Kajukembo Self Defense Systems (K.S.D.S) and Kajukembo Self Defense Systems International Organization (K.S.D.S.I) and Kajukembo Self Defense Systems of Houston, KSDS of Houston and **"Burton Scott Vickers"; Professor Burt Vickers** will not be returned.

I hereby irrevocably authorize Kajukembo Self Defense Systems (K.S.D.S) and Kajukembo Self Defense Systems International Organization (K.S.D.S.I) and Kajukembo Self Defense Systems of Houston, KSDS of Houston to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing Kajukembo Self Defense Systems (K.S.D.S) and Kajukembo Self Defense Systems International Organization (K.S.D.S.I) and Kajukembo Self Defense Systems of Houston, KSDS of Houston **"Burton Scott Vickers", Professor Burt Vickers** programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge Kajukembo Self Defense Systems (K.S.D.S) and Kajukembo Self Defense Systems International Organization (K.S.D.S.I) and Kajukembo Self Defense Systems of Houston, KSDS of Houston **"Burton Scott Vickers", Professor Burt Vickers** from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I am 21 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

(Signature)

(Date)

(Printed Name)

(Date)

If the person signing is under age 21, there must be consent by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

(Parent/Guardian's Signature)

(Date)

(Parent/Guardian's Printed Name)