

**LIABILITY WAIVER, ASSUMPTION OF RISK, RELEASE, AND
INDEMNIFICATION AGREEMENT**
27th Annual Chinese Martial Arts Tournament
University of California Martial Arts Program
Kleeberger Fieldhouse, UC Berkeley
March 23rd-24th, 2019



READ BEFORE SIGNING

IN CONSIDERATION OF being allowed to participate in the **27th ANNUAL CHINESE MARTIAL ARTS TOURNAMENT (CMAT)**, Participant, or Minor Participant and his or her legal guardian, as well as Participant or Minor Participant's heirs, assigns, personal representatives and next of kin, (collectively, Participant) EXPRESSLY AND FREELY AGREE as follows:

1. That participation in CMAT is a DANGEROUS ACTIVITY that involves known and unknown risks of serious personal injury, including permanent disability or death, and damage or loss of personal property. These risks are increased where Participant is a lower rank martial artist with less experience. Participant hereby agrees to ASSUME ALL RISK of serious personal injury, permanent disability, death, and/or damage to or loss of personal property resulting from/or in any way connected with preparation for or participation in CMAT activities.

2. To RELEASE, WAIVE AND FOREVER DISCHARGE THE UNIVERSITY OF CALIFORNIA, THE UNIVERSITY OF CALIFORNIA MARTIAL ARTS PROGRAM, its Regents, subsidiaries, related and affiliated companies, organizations, officers, employees and agents (the Released Parties) from any and all claims (other than gross negligence), loss, demands, damages, expenses, lawsuits, causes of action and judgments, whether foreseen or unforeseen, known or unknown, present or future, resulting from, arising out of, or in any way connected with Participant's preparation for or participation in CMAT activities, including, but not limited to, any claims for personal injuries, including death, and/or damage to or loss of personal property, whether caused in whole or in part by the ordinary NEGLIGENCE and/or FAULT of the Released Parties or otherwise (the Claims).

3. To AUTHORIZE RELEASED PARTIES TO PROVIDE PARTICIPANT WITH MEDICAL TREATMENT if Participant is injured, to accept financial responsibility for any costs related to that treatment, and to RELEASE, WAIVE AND FOREVER DISCHARGE Released Parties from any Claims in any way CONNECTED WITH SAID MEDICAL ASSISTANCE OR TREATMENT.

4. To INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all Claims, whether caused in whole or in part by the NEGLIGENCE and/or FAULT of the Released Parties or otherwise that arise from participation in CMAT activities to the fullest extent authorized by law.

5. To CONFIRM THAT PARTICIPANT'S PHYSICIAN HAS EXAMINED PARTICIPANT, CERTIFIED THAT PARTICIPANT IS IN GOOD PHYSICAL CONDITION AND AUTHORIZES PARTICIPANT TO PARTICIPATE in CMAT. Participant's signature on this Agreement is confirmation of this examination, certification and authorization. Any existing disease or injury that may affect Participant's performance will require proof from Participant's Physician authorizing participation.

6. To AUTHORIZE THE RIGHT AND UNRESTRICTED PERMISSION CONCERNING ANY PHOTOGRAPHS OR VIDEOS CMAT HAS TAKEN OF ME BEFORE, DURING, OR AFTER CMAT. The Participant agrees to give irrevocable, perpetual, and unrestricted right and permission to CMAT to take, use, reuse, publish, and republish media in whole or in part, individually, or in connection with other material, in any and all media now or hereafter known, including the Internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and publicity, without restriction to alteration.

READ BEFORE SIGNING

7. That ANY DISPUTE OR CLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO BINDING ARBITRATION in San Francisco, California, pursuant to the arbitration rules of the American Arbitration Association or similar arbitration tribunal. An arbitration award rendered pursuant to this provision may be submitted to any court of competent jurisdiction in the United States for entry of judgment on the award. The parties agree that any petition to confirm, correct, or vacate an arbitration award may be served by regular mail, and that personal service of any such petitions is waived. The prevailing party in any arbitration arising from any dispute or claim under this Agreement shall be entitled to recover its reasonable attorneys' fees, costs and expenses. Participant understands that by executing this Agreement, Participant is waiving a constitutional right to a jury trial, and Participant waives that right freely and voluntarily.

8. That PARTICIPANT HAS READ THIS LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT, AND FULLY UNDERSTANDS ITS TERMS. Participant understands that by entering into this agreement participant is giving up substantial rights, including the right to sue. Participant also understands that entering into this agreement is a condition precedent to and is consideration for the privilege of participating in CMAT. Participant acknowledges that this is the final agreement regarding the issues raised herein and cannot be modified except in a writing signed by both parties. Participant acknowledges that Participant is signing this agreement freely, voluntarily and intends by Participant's signature to make a complete and unconditional release of all liability to the greatest extent allowed by the laws of the State of California. If any portion of this agreement is held invalid, Participant agrees that the balance of it shall nevertheless continue in full force and effect.

I HAVE READ THIS LIABILITY WAIVER, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT PURSUANT TO THE UNIFORM ELECTRONIC TRANSACTION ACT, CALIFORNIA CIVIL CODE §1633.1, ET SEQ.

PARTICIPANT

GUARDIAN (On behalf of all legal guardians)

Date: _____
—

Date: _____
—

Participant
Signature: _____

Parent/Guardian
Signature: _____

Participant
Name Printed: _____

Parent/Guardian
Name Printed: _____

Phone Number: _____

Phone Number: _____

EMERGENCY CONTACT

Name: _____
—

Relationship: _____

Telephone: _____
—

Address: _____

City: _____

State/Zip: _____

