

THAI BOXING ASSOCIATION OF THE U.S.A.

RELEASE FROM LIABILITY

(Membership)

IMPORTANT: THIS RELEASE IS A LEGAL CONTRACT BINDING UPON YOU AND THE THAI BOXING ASSOCIATION. READ IT CAREFULLY AND OBTAIN LEGAL ASSISTANCE IF YOU DO NOT UNDERSTAND IT.

1. **Voluntary Membership.** I, the undersigned, acknowledge and state that I have voluntarily applied to join, to become a member of, and to participate in the activities of, the Thai Boxing Association of the U.S.A., a California corporation (referred to as the "TBA"), including, but not limited to, the instruction, techniques and methods commonly known as "Muay Thai".

2. **ASSUMPTION OF RISK.** I AM AWARE AND UNDERSTAND THAT, IN GENERAL, MARTIAL ARTS IS A DANGEROUS AND HAZARDOUS ACTIVITY, AND IN PARTICULAR, THE INSTRUCTION, TECHNIQUES AND METHODS OF MUAY THAI AND OF THE TBA (COLLECTIVELY, THE "TBA METHODS"), ALL IN WHICH, AS A MEMBER OF THE TBA, I SHALL BE INSTRUCTED AND PARTICIPATING, INVOLVE EXTREMELY DANGEROUS AND HAZARDOUS ACTIVITIES. I AM VOLUNTARILY AND OF MY OWN FREE WILL SUBMITTING AN APPLICATION FOR MEMBERSHIP, BECOMING A MEMBER, AND LEARNING AND PARTICIPATING IN THE TBA METHODS WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE SERIOUS DANGER AND HAZARDS INVOLVED. **I HEREBY CONSENT AND AGREE TO COMPLETELY ACCEPT ALONE ANY AND ALL RISKS OF INJURY OR DEATH, AND I VERIFY AND CONFIRM THIS STATEMENT BY PLACING MY INITIALS HERE: _____.** ←

3. **Release.** In consideration for (a) being accepted as a member of the TBA, (b) being instructed of and about the TBA Methods, (c) being entitled to participate in any and all of the activities conducted or sponsored by the TBA, and (d) being permitted to use any and all of the TBA's facilities and equipment, whether owned or leased by the TBA, in connection with the TBA's methods, its activities, or otherwise, I hereby agree that I, my heirs, distributees, guardians, successors in interest and legal representatives (collectively referred to as "Releasor") will not make a claim or file an action or suit against, sue, or attach the property of (a) the TBA, and/or any of its affiliated organizations, and/or the directors, officers, employees, agents or members of the TBA or any of its affiliated organizations (collectively referred to as the "TBA Group"), and (b) any or all manufacturers, distributors, wholesalers, suppliers and/or retailers of the facilities and equipment I will use in connection with any and all activities conducted and/or sponsored by the TBA Group (collectively referred to as the "Suppliers"), (the TBA Group and the Suppliers shall collectively be referred to as "Releasees), for damages, injury, emotional distress claims, bodily injury claims, and punitive damages, whether known or unknown, foreseen or not, due to or resulting from the acts, conduct, negligence, or misfeasance of, or omissions or failures to act by, the Releasees, or any of them.

Releasor covenants and warrants that he or she is familiar with the provisions of the California Civic Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected his settlement with the debtor."

Releasor fully and forever waives and foregoes any and all rights and benefits under California Civic Code Section 1542. This Release shall be binding upon Releasor, his executors, privies, administrator and successors in interest.

4. Application of California Law. In further consideration of (a) being accepted as a member of the TBA, (b) being instructed of and about the TBA Methods, (c) being entitled to participate in any and all of the activities conducted or sponsored by TBA, and (d) being permitted to use any of TBA's facilities and equipment, whether owned or leased by TBA, in connection with TBA's Methods, its activities, or otherwise, I hereby agree that this Release from Liability shall be interpreted under and construed in accordance with California law only, without the benefit of and fully disregarding all California conflicts of laws provisions, so that any and all disputes, contentions, disagreements or controversies arising from or related to (a) this Release from Liability, (b) the application for membership in the TBA, (c) my membership in the TBA, (d) my instruction of and about the TBA methods, or (e) my participation in any and all activities conducted or sponsored by the TBA or the TBA Group, shall be interpreted under and in accordance with only California law regardless of my domicile or residency; and that the only court in which an action or suit may be brought in connection with the foregoing shall be the court of original jurisdiction of the State of California situated in the County of Los Angeles. Further, I waive any right I may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Release, and I stipulate that the California courts shall have in personam jurisdiction and venue over me for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Release or the TBA Group.

5. Health Advisory and Condition. I hereby acknowledge and understand that the performance, practice and utilization of the TBA Methods involve extremely strenuous physical activity, and that I have been advised to consult a physician before commencing and undertaking such activity. I hereby represent that, to the best of my knowledge, I am in good physical health and condition, sufficient to undertake the activities and practices of the Thai Boxing Association.

6. Knowing and Voluntary Execution. I hereby declare that I have read this Release from Liability, and that I fully understand the meaning and importance of its contents. I acknowledge that this Release is a binding contract among the TBA Group, the Suppliers and me, and that under this contract I am releasing the TBA Group and the Suppliers from all liability for claims I may have against them. I further declare and represent that I am at least 18 years of age, that I have full legal capacity to be bound by this contract, and that I am signing this contract of my own free will and accord.

Executed at _____, on this _____ day of _____, 2_____.

Applicant/Releasor:

Sign Name: _____ Print Name: _____

NOTE: IF APPLICANT/RELEASOR IS **LESS** THAN **18** YEARS OF AGE, A PARENT OR GUARDIAN **MUST** ALSO INITIAL ABOVE **AND** SIGN BELOW.

Sign Name: _____ Print Name: _____