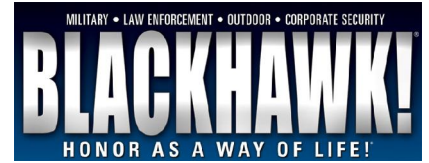


# The Southern California **KAPAP** Association

## PARTICIPATION & INDEMNITY AGREEMENT



|                   |  |
|-------------------|--|
| <b>Name:</b>      |  |
| <b>Address:</b>   |  |
| <b>Email:</b>     |  |
| <b>Telephone:</b> |  |

In consideration of allowing the above named student to participate in self-defense training, to include physical fitness exercises, hand-to-hand combat exercises and weapons training, provided by The Southern California KAPAP Association while at Cali Gymnastics located at 2175 Agate Ct., Simi Valley, California 93065, and for other good and valuable consideration, receipt of which is acknowledged, The Southern California KAPAP Association and the above named student agree as follows:

### **ASSUMPTION OF INJURY RISKS**

There is a risk of injury, both serious and minor, including the possibility of death or permanent disfigurement, associated with participation in any martial arts or self-defense program. These risks include, but are not limited to, injury to the head, neck or spine (including paralysis); injury to the muscular or skeletal systems; injury to internal or external organs; loss of or damage to sight and/or hearing, which could result in long or short-term disability and even death.

**IT IS THE RESPONSIBILITY OF EACH STUDENT** to know his or her own general state of health and well being. Therefore, you, as a student, hereby certify that you are physically fit to participate in the training provided by The Southern California KAPAP Association and its instructor(s) while at Cali Gymnastics located at 2175 Agate Ct., Simi Valley, California 93065.

**IT IS THE RESPONSIBILITY OF EACH STUDENT** to exercise control and use the techniques and concepts learned from the instructor(s) of The Southern California KAPAP Association judiciously, with the knowledge that the techniques and concepts taught are for self-defense only, and if applied, could lead to serious bodily injury or death. This includes techniques and concepts taught during the course of any Southern California KAPAP Association firearms training and any Israeli Combat Point Shooting (ICPS) or National Rifle Association (NRA) sponsored courses involving pistol shotgun and/or rifle training and instruction.

**IT IS ALSO THE RESPONSIBILITY OF EACH STUDENT** to have health insurance coverage sufficient to provide for medical or dental services and/or equipment for any injury, minor or catastrophic, sustained or incurred as a result of participating in training provided by The Southern California KAPAP Association while at Cali Gymnastics and to certify to the effect.

Therefore, **AS A PRE-CONDITION TO BEING PERMITTED TO PARTICIPATE IN TRAINING PROVIDED BY THE SOUTHERN CALIFORNIA KAPAP ASSOCIATION WHILE AT CALI GYMNASTICS, EACH PARTICIPANT** shall read the Agreement set forth below in order to make an educated choice to participate or to not participate in the training provided by The Southern California KAPAP Association. Your signature will signify your recognition of the possible health and injury risks involved and your informed consent to them.

To that end, and before releasing The Southern California KAPAP Association and Cali Gymnastics, its officers, agents and employees from all actions, claims, or demands related to any injury you may sustain as a result of participating in the training, please give serious consideration to the possible ramifications:

You should understand that the causes of possible injury are many. Among them are, but not limited to: injury from bodily contact, incidental to or inherent in the nature of the activity; slipping, falling, or tripping on the training surface, regardless of its physical or environmental conditions; injury from warming up, practicing, or training; injury due to supervision by The Southern California KAPAP Association and Cali Gymnastics instructor(s), employees, agents, and/or student volunteers, paid or unpaid, including referees or officials, or to rules, regulations, and instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself, particularly as it relates to the training provided by The Southern California KAPAP Association; injury from weapons or equipment malfunctions during Israeli Combat Point Shooting (ICPS) or National Rifle Association (NRA) firearms training; injury from equipment malfunctions during training exercises under the supervision of The Southern California KAPAP Association instructor(s); injury from equipment or specialized apparatus or building materials while at Cali Gymnastics; or injury due to a disparity between and among other participants with respect to experience level, strength, height, weight, age, ability, and the relative activities or maturity of, between or among other participants.

**AGREEMENT FOR VOLUNTARY PARTICIPATION IN TRAINING  
PROVIDED BY  
THE SOUTHERN CALIFORNIA KAPAP  
ASSOCIATION**

I \_\_\_\_\_ have read the above **ASSUMPTION OF INJURY RISKS** and understand the contents therein. I acknowledge the risk of injury that may result from participation in the training provided by The Southern California KAPAP Association while at Cali Gymnastics or other private or public training facilities or locations (to include outdoor public parks, public beaches or public firearms ranges). I am willing to and hereby do voluntarily assume all risks of harm associated with my participation. I certify that, to the best of my knowledge, I am physically fit and able to participate in the training provided by The Southern California KAPAP Association while at Cali Gymnastics and that I am in good health. **I do not currently have any existing injury, illness, or any medical condition which might exclude me from participating or that could aggravate an existing injury or endanger myself or others.** (\_\_\_\_\_) initials

I am aware that participating in the training provided by The Southern California KAPAP Association while at Cali Gymnastics or other private or public training facilities or locations (to include outdoor public parks, public beaches or public firearms ranges) may expose me to a risk of injury as partially described in the **ASSUMPTION OF INJURY RISKS**. I accept and assume all risks, known or unknown, listed or unlisted, that may result from my voluntary participation in the training provided by The Southern California KAPAP Association or related activities, regardless of the cause of the injury. (\_\_\_\_\_) initials

I acknowledge my responsibility to acquire health insurance coverage sufficient to provide for all medical or dental services and/or equipment related to, and regarding any injury, minor or catastrophic, related to my participation in the training provided by The Southern California KAPAP Association while at Cali Gymnastics, **AND HEREBY CERTIFY** that on the date noted below, I have such insurance coverage in effect. (\_\_\_\_\_) initials

In consideration of The Southern California KAPAP Association and Cali Gymnastics, its officers, agents and employees permitting me to participate in related activities, I agree, for myself, my heirs, or my legal representatives, I knowingly and intentionally give up any legal right and release The Southern California KAPAP Association and Cali Gymnastics, its officers, agents and employees; their trustees, officers, agents, employees, students, participants, guests, spectators, instructors, officials or insurers, from any action, claim, or demand that I, my heirs, or my legal representatives have or may have, for any and all personal injuries I may suffer or sustain, regardless of cause or fault, as a result of my willing and voluntary participation in the training provided by The Southern California KAPAP Association or related activities. (\_\_\_\_\_) initials

I knowingly intend my signature on this Agreement to be a complete defense to any legal proceeding that may be brought by anyone on their own or on my behalf for any injury I may suffer or sustain as a result of voluntarily participating in the training provided by The Southern California KAPAP Association or related activities, and further intend this Agreement to be a complete and total release of liability for all negligent acts, failures to act or breaches of duty owed to me, which result in my personal injury or death as a result of my voluntary participation in the training provided by The Southern California KAPAP Association or related activities. (\_\_\_\_\_) initials

I knowingly indemnify The Southern California KAPAP Association and Cali Gymnastics from any and all liability, loss, or damage The Southern California KAPAP Association or Cali Gymnastics may suffer as a result of claims, demands, costs, attorneys fees and/or judgments against The Southern California KAPAP Association or Cali Gymnastics arising from my use of the techniques and skills learned in the training provided by The Southern California KAPAP Association. (\_\_\_\_\_) initials

**The Southern California KAPAP Association and Cali Gymnastics reserves the right to refuse or dismiss any student with or without cause at its sole discretion.**  
(\_\_\_\_\_) initials

I CERTIFY that I am 18 years of age or older, that I am legally competent and capable of executing this Agreement on my own behalf and that I have read the foregoing and have made a conscious decision to sign it of my own free will.

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_  
(Name of Participant)

**DATE:** \_\_\_\_\_

**In case of emergency I would like The Southern California KAPAP Association and/or Cali Gymnastics to contact:**

**Name:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

**THIS DOCUMENT IS A LEGALLY BINDING CONTRACT WHICH IS INTENDED TO PROVIDE COMPREHENSIVE RELEASE OF LIABILITY BUT IS NOT INTENDED TO ASSERT ANY CLAIMS OR DEFENSES WHICH ARE PROHIBITED BY LAW.**