



Cordão de Ouro Atlanta Waiver

BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS INCLUDING THE RIGHT TO SUE, PLEASE READ CAREFULLY.

NAME OF PARTICIPANT: _____
ADDRESS OF PARTICIPANT: _____
CITY: _____ STATE: _____ ZIP CODE: _____
BIRTH DATE: _____ PHONE NUMBER: _____
EMERGENCY CONTACT: _____
RELATIONSHIP: _____ PHONE NUMBER _____
EMAIL: _____

DISCLAIMER CLAUSE

The capoeira group, **Cordão De Ouro Atlanta** and the trainers, volunteers, members and representatives (all hereafter collectively referred to as "CDO"), are not responsible for any injury, loss or damage of any kind sustained by any person while registered as a CDO member and participating in any and all CDO sanctioned activities, events, practice sessions, or social activities (all here after collectively referred to as CDO Activities), including injury, loss or damage which might be caused by the negligence of CDO.

DESCRIPTION OF RISKS

In consideration of my membership and/or participation in CDO Activities, I acknowledge that I am aware of the possible risks, dangers and hazards associated with being a member, including the possible risk of severe or fatal injury to myself or others. These risks include but are not limited to:

- a) all manner of injuries and soft tissue injuries including bruises, scrapes, cuts or lacerations, from executing strenuous and demanding physical techniques, collisions with walls or the floor, contact with other participants and failure in proper execution of techniques either by myself or other participants;
- b) all manner of injuries resulting in sprains, dislocations, concussion, dislocated and broken bones, hematomas, whiplash, contusions, pulled or strained muscles, torn ligaments, muscles and tendons, joint strain and sprain, neck injuries, and pulled groin muscles;
- c) all manner of head, facial, eye and/or dental injuries;
- d) all manner of injuries which may result from body movements such as gymnastics, martial arts, and dance;
- e) all manner of spine or spinal cord injuries which may render me permanently paralyzed;
- f) all manner of medical problems resulting from heat exhaustion, asthma, communicable diseases, skin rashes, and cramps;
- g) all manner of internal injuries of body parts and organs, and trauma to larynx or pharynx;
- h) that my risk of injury increases as I become fatigued;
- I) all manner of injuries and/or death that could result from a physical confrontation whether caused by myself or someone else; and
- j) all manner of injuries and/or death that may result from transportation (all modes or types) used to and from CDO Activities.

Initials: _____

MEDICAL/HEALTH & TRAVEL INSURANCE

- 1) **I AM SOLELY RESPONSIBLE** to select and purchase adequate medical/health insurance. No medical/health insurance will be provided by CDO. In the event of a medical/health problem, CDO accepts no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses, which may be incurred by my membership and / or participation in CDO Activities.
- 2) **I AM SOLELY RESPONSIBLE** to select and purchase adequate travel insurance when and if required. CDO will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal

liability, repatriation and cancellation of tickets. CDO accepts no responsibility for any costs associated with these types of problems nor will they pay for any expenses that may be incurred by my membership and/or participation relating to these areas.

I freely accept and assume all responsibility provide myself with medical/health and travel insurance coverage.

Initials: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of CDO allowing me membership and participation in CDO Activities, I agree as follows:

- 1) **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against CDO their officers, directors, agents, contractors, employees, coaches/instructors, trainers, volunteers, members and representatives as a result of my membership and/or participation in COO Activities;
- 2) **TO RELEASE CDO** from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my membership and/or participation in CDO Activities due to any cause whatsoever, including Negligence, Breach of Contract, or Breach of any Statutory or other Duty of Care, including any Duty of Care Owed under the Occupiers' Liability Act, RSA 19S0 C. 0-3 on the part of CDO;
- 3) **TO HOLD HARMLESS AND INDEMNIFY CDO** from any and all liability for any damage to the property of, or personal injury to, any third part, resulting from my membership and/or participation in CDO Activities;
- 4) **TO HOLD HARMLESS AND INDEMNIFY CDO** in connection with the services and/or incidents/accidents of any train, vessel, carriage, aircraft, bus, privately owned or rented motor vehicle or other conveyance, which may be used during my membership and/or participation in CDO Activities. Neither will CDO assume any liability for injury loss, accident or delay which may be occasioned by reason of any defect of any mode of transportation or through the act, error, neglect, negligence or default of any company or person engaged in conveying the membership to, from or during any of CDO Activities.
- 5) **TO HOLD HARMLESS AND INDEMNIFY CDO** for any cancellation, injury, loss accident or delay occasioned by the proprietor, employee, or service of any accommodation which may be used during my membership and/or participation in CDO Activities.
- 6) **TO FOLLOW CDO's** constitution and bylaws and to further follow all the instructions and rules given by those responsible for or in charge of any CDO Activities while I am a member and/or participating in CDO Activities. I understand and accept that the constitution, bylaws, instructions and rules are in place to provide a safe environment for the entire membership; and

TO INDEMNIFY AND HOLD HARMLESS CDO, STUDIO DIONNE AND TO BE NAMED BATIZADO SPACE LOCATION and each *of* their respective directors, officers, agents, contractors, employees, coaches/instructors, trainers, volunteers, members and representatives *from* any all claims, demands actions and cost which might arise *out of* my membership *and/or* participation in CDO Activities, even though such claims, demands, actions and cost may have been caused by the negligence of CDO and/or Studio Dionne.

Initials: _____

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

SIGNED THIS _____ (day) of _____ (month) _____ (year).

Signature of Participant

Signature of Witness

Printed Name of Participant

Printed Name of Witness

Signature of guardian if Participant is under 18

Printed Name of Guardian