

For the benefit of

JI HONG INTERNATIONAL STUDIES SERVICES LTD. o/a
JI HONG TAI CHI & WU SHU COLLEGE, and
471691 ALBERTA LTD. (site owner)

Ji Hong Wu Shu & Tai Chi College

STUDENT APPLICATION FOR MEMBERSHIP AND ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

Every Student Must Read and Understand this Waiver before Participating in Martial Arts Activities.

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me, the undersigned Student (the "Student") with and for the benefit of JI HONG TAI CHI & WU SHU COLLEGE, JI HONG INTERNATIONAL STUDIES LTD. o/a JI HONG TAI CHI & WU SHU COLLEGE, and 471691 ALBERTA LTD. (site owner), its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the "Organization").

Initial Each Item Below after Reading and Understanding Each Item:

1. "Martial Arts Activities" includes but is not limited to contact and non-contact martial arts activities, lessons, classes, training, use of facilities, programs and services provided to the Student by the Organization.
2. I am aware that there are inherent and significant dangers, hazards and risks ("Risks") associated with the participation in Martial Arts Activities. I am aware that the Risks include but are not limited to injury from physical contact with other students, instructors or equipment, performing a skill incorrectly, or potentially dangerous obstacles, conditions or weapons on the floor or vicinity of the Martial Arts Activities. I understand that the Risks are relative to my state of fitness or health (physical, mental and emotional), and to the awareness, care and skill with which the student conducts him or herself while participating in Martial Arts Activities.
3. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Martial Arts Activities. I freely assume responsibility for my own safety. I agree that although the Organization has taken steps to reduce the Risks and increase the safety of the Martial Arts Activities, it is not possible for the Organization to make the Martial Arts Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Martial Arts Activities.
4. I acknowledge my obligation to inform the nearest employee of the Organization if I feel any pain, discomfort, fatigue or any other symptoms I may suffer during or immediately after my participation in Martial Arts Activities. I understand that I may stop participating at any time, and have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training, makes me uncomfortable or which I believe will be harmful to me.
5. I confirm that I have reached the age of majority in the Province or Territory in which I am participating in Martial Arts Activities.
6. In addition to consideration given to the Organization for my participation in Martial Arts Activities, I and my heirs, next of kin, executors, administrators and assigns (my "Legal Representatives") agree:
 - (a) to waive all claims that I or my Legal Representatives have or may have in the future against the Organization; and
 - (b) to release and forever discharge the Organization from all liability for all personal injury, death, property damage or loss resulting from my participation in Martial Arts Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Organization.
7. I agree to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Martial Arts Activities.
8. I agree that this waiver and all terms contained within are governed by the laws of the Province or Territory in which I am participating in Martial Arts Activities. I hereby irrevocably submit to the jurisdiction of the courts of that Province or Territory.
9. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.
10. I confirm that I have reached the Age of Majority for the Jurisdiction in which I am signing this Waiver, and that I am completing it with full knowledge and capacity to understand its contents and intent.
11. I am the **Parent/Guardian** of the Student and am executing this waiver on behalf of the Student in my capacity as **Parent/Guardian** and with the intent that this waiver be binding on myself and the Student for all purposes.

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Please Print Clearly

Registering for Martial Arts Activities in: Wushu Tai Chi San Shou

Student Name: _____ Date of Birth (Please complete, if under 18 yrs. old) _____
Y/M/D

Student Address: _____ City _____ Province _____ Postal Code _____

Phone Number: Home _____ Work _____ Mobile _____

Email: _____

Student Signature Parent / Guardian

Organization Witness Name Organization Witness Signature

Signed this _____ day of _____, 20____ at _____

請注意：為方便明白了解，以下是中文翻譯，一切仍基於上面英文版本為合法之主

學生入會申請和確認風險及法律責任的釋放

警告：此協議將影響你的合法權益，看仔細閱讀！

每一個學員參與武術活動前都必須仔細閱讀並理解這一棄權聲明。

以下所有索賠要求的棄權，釋放所有責任，承擔所有風險，協議不起訴及其他條款的協議是我，以下簽署的學員(下稱“學員”)，為該學院及其董事，職員，僱員，志願者，企業經營者，代理商及物業業主或承租人(下稱“學院”)的利益而遵守。

請閱讀和理解以下的每一個項目並於每個項目簡簽：

- 1.“武術活動”，包括但不限於接觸和非接觸式的武術活動，課程，上課，訓練，及使用由該學院提供的設備，程序和服務給學員。
- 2.我知悉參與武術活動，會有內在的和重大危險，危害與風險(下稱“風險”)。我知悉這風險包括但不僅限於與其他學生，導師或設備的身體接觸、進行一個不正確的動作、或有潛在危險的障礙及情況、或武器放在地板上、或附近的武術活動而引起的損傷。我明白風險是與我的體質狀態，健康(身體，心理和情緒)相關的，並涉及與該學員，他或她，參與武術活動的意識，謹慎態度和技巧。
- 3.我坦率接受和充分承擔因我參與武術活動而引起所有的責任，所有的風險和各種可能性的人身傷亡，財產損失或造成的損失。我為自己的安全坦率承擔責任。儘管該學院已採取步驟，以減少風險和提高安全性的武術活動，但學院是不可能使武術活動完全安全，這我是同意的。我接受這些風險並同意遵守本棄權聲明，即使該學院是被查出有疏忽，或違反任何謹慎職責，或我參與武術活動對我的責任。
- 4.我參與武術活動期間或之後，如果我有感到任何疼痛，不適，疲勞或其他任何症狀，我承認我有責任告知最接近該學院的僱員。我理解在運動或演習進行中，任何一方的行為似乎在培訓範圍以外而使我不適，或我相信會有害於我，我是可以在任何時候立即停止參與及有權退出。
- 5.在參與武術活動的省或地區，我確認我已達到大多數法定年齡。
- 6.除了因我參與武術活動而為該學院的設想，我和我的繼承人，近親，執行者，管理者及委任人(我的“法定代表人”)同意：
(a) 我或我的法定代理人對該學院免除可能在將來所有索賠的要求；
(b) 免除及永遠解除對該學院所有因人身傷亡，財產損失或從我參與武術活動造成的損失，由任何原因引起的責任，包括但不限於該學院的疏忽(在類似的情況下，一個合理的、謹慎和小心的人應會做而沒有做)，任何違反法律上的職責，違反合同、或過失、或錯誤的判斷。
- 7.我同意對學院不損害及承擔所有賠償責任，因我參與武術活動而引起的一切行動、訴訟、索償、損壞、費用的要求，包括法院費用、律師和客戶基礎費用、及不論什麼性質或形式產生、或任何方式的賠償責任。
- 8.我同意這個棄權聲明和其中所有條款是受到我參與武術活動的省或地區的法律約束。我在此不可撤銷地服從該省或地區의司法管轄權。
- 9.我證實我有足夠的時間去閱讀和理解在這棄權聲明全部每個條款，並自由和自願地同意所有條款。我明白這棄權聲明對我和我的法定代理人是有約束力的。
- 10.在我簽署此棄權聲明時，我確認我已達到司法管轄區域內的大多數法定年齡，有能力充分了解其內容和含義並完成了簽署。
- 11.我是學員的家長/監護人，代表學員執行此棄權聲明，我作為家長/監護人，在各方面而言，這聲明的含義是對我和學員有約束。