



Mulwaree Muay Thai (MMT)
ABN: 31645421367

Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing - *All persons must read and sign this document before participating in Mulwaree Muaythai Training and Activities*)

DEFINITIONS:

In this Waiver, Release and Indemnity I acknowledge and agree that:

“I” or “Participant”

means the person who signs this Waiver, Release and Indemnity against the heading **‘Participant’** below OR where the participant is under 18 years of age means the participant identified under the heading **‘Participant’s Details’** below and where the context permits also means the Participant’s Parent who signs this Waiver, Release and Indemnity. For clarity the status of a **“Participant”** may include a person ‘trying out’ Mulwaree Muaythai Training and Activities, a MMT member, a lapsed or resuming MMT member, or any other person including ‘walk-ins’ that a MMT Representative has agreed may participate in MMT Training and Activities; and regardless of whether the status of the participant changes (eg a person ‘trying out’ becomes a MMT member, this Waiver, Release and Indemnity continues to apply)

“Venue” or “Facility”

means a MMT gym and surrounds and any other location and surrounds where MMT Training and Activities occur;

“My”

means the Participant’s and “Me” has a corresponding meaning;

“MMT”

means Mulwaree Muaythai (MMT) and where the context permits includes MMT Representatives;

“Muaythai Training”

means the high risk martial art of muay thai which involves physical contact and employs techniques including punches, kicks, strikes and blocks;

**“MMT Training and Activities”
or “Martial Arts Event”**

means any or all of the following:

- MMT muaythai Training, drills, seminars or competitions;
- any seminars or competitions organised by a martial arts association other than MMT at which MMT members are entitled to and do participate;
- all warm up, cool down and practice activities undertaken by the Participant at a Venue before during or after any training, seminar or competition;
- all physical and mental exercises and training (including strenuous exercises which may involve repetitive high velocity and impact movements) associated with or done as an adjunct to any muaythai Training, seminar or competition referred to above; and
- MMT demonstrations/promoting MMT/fund raising for MMT.

“MMT Representatives”

means any or all (as the context permits) of past present and future:

- MMT Instructor/s and their delegates; and
- Officials appointed by MMT Instructor/s to assist with MMT Training and Activities.

In consideration of being permitted to participate in any way in the Martial Arts Competition indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below martial arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the instructor of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/We fully understand and acknowledge that:

a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis and death.

b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.

d. There may be other risks not known to us or are not reasonably foreseeable at this time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. In relation to any medical condition or injury that I may have:

- I acknowledge I have been requested to advise and keep MMT updated in relation to any medical condition or injury that may affect or may be affected by my participation in MMT Training and Activities;
- I declare that (regardless of any advice I have given or may in the future give to MMT in respect of a medical condition or injury that may affect or may be affected by my muaythai Training), I am medically fit (physically and mentally) to participate in the MMT Training and Activities in respect of which I participate; and
- I agree that the medical conditions and injuries referred to above and advised to MMT from time to time shall not in any way limit this Waiver, Release and Indemnity.

5. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO TAKE ANY LEGAL ACTION on or against the organisers and/or the martial arts facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee"...From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise. Without limiting this waiver, I waive my rights to any statutory guarantees and warranties contained in consumer and civil liability legislation relating to the supply of 'recreational services' or 'recreational activities' and agree to participate in MMT Training and Activities entirely at My own risk and exclude JKAA's liability in relation to death or any personal injury that may be suffered by Me.

6. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

7. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

8. On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parents(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

9. I acknowledge that this Waiver, Release and Indemnity does not have an expiry date and shall apply at all and any times I participate in MMT Training and Activities.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Mulwaree Muay Thai: Goulburn, NSW.

Dated: _____

Participant Details

Printed Name of Participant _____

Participant Address _____

Participant Email Address _____

Participant Phone Number _____

Student/Participant Signature _____

Parent or Guardian Signature (if minor / under 18) _____

If the Participant is under 18 years of age this Waiver, Release and Indemnity must be signed by the Participant's Parent. I warrant and certify that I am the parent of the Participant and that he/she has my consent and is capable of participating in MMT Training and Activities. I confirm that I have read and understand the above Waiver, Release and Indemnity, and that I agree, on behalf of the Participant to be bound by each of the above conditions and I sign this Waiver, Release and Indemnity voluntarily.

Participant's Parent

Participant's Parent to sign here if Participant is under 18 years)

Participant's Parent's Details:

Printed Name _____

Address _____

Email Address _____

Phone Number _____