



WAIVER & RELEASE OF LIABILITY FOR PHYSICAL AND PRACTICAL SESSIONS

In consideration for being allowed to participate in this activity, which I do willingly and voluntarily for my own personal benefit, by participating in this session I hereby agree as follows for myself, my executors, administrators, heirs, next of kin, successors and assigns:

Physical Condition: I understand that it is my responsibility to consult with a physician prior to and regarding my participation in a Physical/Practical session. I represent and warrant that I am physically fit and I have no physical impairments, illnesses, injuries or other medical conditions that would endanger me or others.

Express Assumption of Risks: I am aware that there are significant risks involved in all aspects of physical training, including but not limited to, the physical/practical instruction, and that my participation in the physical/practical instruction carries with it the potential for death, injury, and/or property damage. I freely and voluntarily assume full responsibility for any and all such risks and hazards, and, accordingly, my participation in the physical/practical instruction shall be entirely at my own risk. I realise that liability may arise from negligence or carelessness on the part of the persons or entities being released hereby, from dangerous or defective equipment or property owned, maintained or controlled by them or others.

Waiver and Release: I hereby waive, release and discharge and claims, liabilities, demands, actions or rights of action of any kind or nature, legal or financial, that I may have against mtda and its masters/tutors, whether caused in any way by the negligence or not, arising from the participation in or observation of an activity, including but not limited to the physical/practical instruction (the 'Claims').

Agreement Not to Sue; Indemnification: I agree not to sue mtda and its masters/tutors for any Claims. I agree to indemnify and hold harmless mtda and its masters/tutors from any claims made or liabilities assessed against them, now or in the future, as a result of my participation in the physical/practical instruction.

BY PARTICIPATING IN THIS SESSION I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, I UNDERSTAND ITS CONTENTS AND I HAVE FULL LEGAL CAPACITY TO AGREE AND BIND MYSELF TO ITS TERMS.

IF I AM UNDER EIGHTEEN (18) YEARS OF AGE I HEREBY AFFIRM MY PARENT OR GUARDIANS PERMISSION TO UNDERTAKE THIS CLASS AND BE BOUND BY THE TERMS OF THIS AGREEMENT.