

RELEASE, CONSENT, AND ASSUMPTION OF RISK STATEMENT
MARTIAL BLADE CAMP 2024

INSTRUCTIONS

This agreement and release must be signed by all participants, and their parent(s) or guardian(s) if the participant is a minor, who wish to participate in this seminar which will involve martial arts and simulated hand-to-hand combat including the use of knives and other weapons (“Seminar”).

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of being allowed to participate in any way in the seminar, I hereby:

1. Agree that prior to participating, I will inspect the mat, equipment, facilities, and any partner pairing to be used, and if I believe anything is unsafe or beyond my capability, I will immediately advise the instructor of such condition (s) and refuse to participate.
2. Acknowledge and fully understand the Martial Arts are physical contact sport and that I will be engaging in activities that might result in serious injury, including permanent disability and death and severe social and economic loss due to not only my own actions, but as a result of the negligence of others, or conditions of the premises or any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.
3. Assume all risks involved in the sports of Martial Arts and accept personal responsibility and sole responsibility for any damages which may result from injuries, permanent disability or death, occurring from my participation in the Seminar.
4. Enter Martial Arts practice, entirely on my own free will and understand the importance of following all direction given me by instructors and other officials.
5. Certify that I am in good physical condition and have no disease, injury, or other condition that would impair my performance of physical and mental well being in intense physical practice, training or competition.
6. Grant permission in case of injury to have a doctor, nurse, athletic trainer or other medical emergency personnel provide me with medical assistance or treatment for such injury.
7. Release, waive, discharge and covenant not to sue Michael D. Janich, Martial Blade Craft LLC (dba Martial Blade Concepts), Spyderco, Inc. (and its officers, directors, employees and agents), Rick Wallace, Eric Kaltenborn, Buckeye Combatives, LLC, and other individual instructors or promoters, other participating organizations, their affiliated clubs and schools, their respective administrations, directors, agents, coaches, and the employees or volunteers of the organization, event officials, medical personnel, other participants, their parents (s), guardian(s), supervisors, coaches, sponsoring agents, sponsors, advertisers, and if applicable, owners and leasers of premises used to conduct the class or event, all which are hereinafter referred to as

“Releasees,” from any and all claims, demands, losses, or damages on account of illness or injury, including permanent disability and death or damages to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.

8. Acknowledge that the material presented during this Martial Arts instruction and practice is potentially deadly and that I am of suitable maturity and moral character to be trusted with this material. I further acknowledge and agree that I bear sole responsibility for the use or misuse of the information or skills presented and release, waive, discharge and covenant not to sue the Releasees, either individually or jointly for any and all claims, demands, losses, or damages on account of injury, including permanent disability and death or damages to property, caused or alleged to be caused in whole or in part by the instruction of the Releasees or otherwise.

9. Acknowledge that by participating in this Martial Arts instruction, I may be exposed to persons infected with COVID-19 or other contagious diseases and knowingly accept that risk. I release, waive, discharge and covenant not to sue the Releasees, either individually or jointly for any and all claims, demands, losses, or damages on account of illness, including permanent disability and death or damages to property, caused or alleged to be caused in whole or in part by participation in the instruction.

10. I understand that some students may be infected with diseases such as HIV/AIDS or Hepatitis-B which can be transmitted by exchanges of blood or other bodily fluids and that I may be training with them. I acknowledge that I have read and agree to follow explicitly the following policy regarding blood and body fluid borne pathogens.

All persons participating in this Martial Arts instruction shall treat all exposed body fluids as if they are infected. Specifically, the following measures will be observed at all times:

A. You will inspect the exposed parts of your body prior to participating in Martial Arts training to ensure that there are no breaks in the skin such as abrasions, open cuts, or sores.

B. You will inspect your hands and feet to ensure that your fingernails and toenails are trimmed and smooth in order not to be the cause of cuts.

C. You will never enter the training area wearing clothing that is blood or body fluid stained to any degree whatsoever.

D. If you have any open cuts or sores, you will clean them with a suitable antiseptic and cover them securely with a leak proof dressing before entering the training area. If your hands or feet have broken skin, suitable taping, gloves, or footwear will be worn to cover these areas. If you notice that someone else has an open cut or sore, you will immediately advise him or her of the fact and cease training with the individual until the appropriate covering is in place. If a person does not immediately remedy the situation, you will immediately notify the class instructor.

E. If a wound becomes uncovered, open, or is bleeding to even a minor extent during training, the person bleeding shall immediately stop training and leave the training area until the bleeding stops and the wound is securely covered. Immediate measures shall be taken to stop the bleeding.

Extreme care should be taken to avoid contact with bloody cloths, dressings or blood-stained mat or training areas. Bloody cloths and dressings will be placed in a leak proof plastic bag and disposed of carefully. Minor blood stains on clothing will be treated with a disinfectant solution immediately. If major blood stains occur on clothing, the clothing will be removed immediately and placed in a leak proof plastic bag until it can be disposed of or laundered. Handling of any blood or body fluid stained materials should be done while wearing latex gloves. Upon completion of the cleanup, each assisting person shall wash his or her hands with soap and hot water immediately after gloves are removed.

11. I hereby consent to the photographing and/or videotape recording of my image and narration for use in the production and/or publication of promotional materials by Michael D. Janich, Martial Blade Craft LLC, Spyderco, Inc., their agents, licensees, and/or assigns before paying and non-paying readers/viewers. The promotional materials described herein may include, but are not limited to, flyers, brochures, posters, web sites, and promotional videos for broadcast and non-broadcast use.

12. I hereby agree to indemnify, defend and hold harmless the Releasees from any and all liability that may be imposed on any of them arising out of any actions or inactions on my part including the reimbursement of attorneys fees in the event that the Releasees incur any in defending themselves in any legal matter arising in whole or in part as a result of my alleged negligence or intentional actions.

I/WE HAVE READ THE ABOVE WARNING, WAIVER AND RELEASE, UNDERSTAND THAT I / WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND KNOWING THIS, SIGN IT VOLUNTARILY.

Name (as you would like it to appear on your camp certificate—please print clearly)

Address

City, State, Zip Code

Phone

E-mail

Signature

I am over 18 years of age Yes No

My shirt size is (please circle one): S M L XL XXL XXXL