

# Liability Release

PLEASE READ CAREFULLY

I am aware of the risks, dangers and hazards associated with the activities at or associated with Chen Yingjun Tai Chi Ottawa and its affiliated companies, associates and brands including { the teacher Eduardo Molon (Eduardo Lucciola Molon), his master Chen Yingjun, "Chen Yingjun Taijiquan Ottawa", "Taijiquan Ottawa", "[taijiquan-ottawa.com](http://taijiquan-ottawa.com)", and "[learntaichi.ca](http://learntaichi.ca)" }, including such martial arts activities at its 1876 Merivale location and all other locations, and I freely accept and fully assume all such risks, dangers and hazards, and the possibility of personal injury, death, property damage or loss resulting therefrom.

In consideration of Chen Yingjun Tai Chi Ottawa and Eduardo Molon allowing me to participate in their activities, classes and events, and permitting my use of their property or leased property and equipment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree to the following:

## I. HEALTH ISSUES

Martial Arts training involves a high and intense level of physical activity. Therefore, I understand that I should check with my doctor before I start these classes to ensure that I do not have any health problems or conditions that may make these classes unsafe for myself. If during any class I experience any physical problem, including dizziness and shortness of breath, I understand that I should immediately stop my participation in the class and seek immediate medical attention.

## II. TERMS OF MEMBERSHIP

During the term of my membership, I agree to comply with the rules established from time to time by my instructors and teachers to ensure that classes are orderly, safe and fun for everyone. I understand and agree that failure to follow the rules and directions of my instructors could disrupt the class and could result in serious injury to other participants. Therefore, I agree that at any time my instructor or any member of his staff has the right to immediately, in their sole discretion, terminate my membership without refund of pre-paid membership fees.

## III. WAIVER - PERSONAL INJURY

I am waiving the right to bring a lawsuit, to recover compensation or to obtain any other remedy I may have against Chen Yingjun Tai Chi Ottawa, or any of its instructors, for any injury or death, damage or loss of any kind, arising out of my participation in martial arts classes, personal training, use of equipment, events, seminars, workshops, and other activities promoted by, or at the premises leased by, and other activities at or associated with Chen Yingjun Tai Chi Ottawa, due to any cause whatsoever, including but not limited to negligence, breach of contract, breach of any statutory or other duty of care, the failure of Chen Yingjun Tai Chi Ottawa to safeguard or protect me from the risks, dangers and hazards of the activities, classes, events, seminars, workshops, use of equipment and of Chen Yingjun Tai Chi Ottawa property, or property leased to it, at its Merivale Road location and all other locations.

## IV. WAIVER - DEMONSTRATIONS AND TRAVEL

I understand that as a member of Chen Yingjun Tai Chi Ottawa I may have the opportunity to travel to competitions, seminars, or otherwise demonstrate my martial skills outside Chen Yingjun Tai Chi Ottawa's premises, and I state that my waiver as outlined in paragraph III above shall also include any personal injury, death or other loss that may occur at any point during a trip or event outside of Chen Yingjun Tai Chi Ottawa's premises. My waiver as outlined in paragraph III above shall also include any personal injury, death or other loss that may occur at any point during a trip or event

outside of Chen Yingjun Tai Chi Ottawa's premises, including, but not limited to, all travel to and from such events, and any injury suffered during any non-martial arts activities. I understand and agree that by signing this Liability Release I am waiving my right to start a lawsuit or make demands for compensation against the owner and/or driver of an automobile, where such an automobile is used in connection with travel to and from an event associated with Chen Yingjun Tai Chi Ottawa.

**V. WAIVER - PHOTO/VIDEO/RECORDING RELEASE**

I give permission for the use, publication and other display, including advertisements, of photos, video and other recordings taken of me while I am a member of Chen Yingjun Tai Chi Ottawa. I understand that I will not be compensated in any way for any photo, video, or other recordings used, published or displayed by Chen Yingjun Tai Chi Ottawa, or others.

**VI. WAIVER - RELEASE AND INDEMNITY**

I hereby agree to release, indemnify and hold harmless Chen Yingjun Tai Chi Ottawa, including its agents, owners, officers, directors, shareholders, volunteers, employees, chaperones and all other persons or entities acting in any capacity on behalf of Chen Yingjun Tai Chi Ottawa, from any and all liability and causes of action, claims, demands whatsoever for any personal injury to any other third party, however caused, including but not limited to any claims which are connected with (i) my participation in martial arts classes; (ii) my use of Chen Yingjun Tai Chi Ottawa facilities; and (iii) use of photographs, videos or other recording taken of me, and including any such claims which allege negligent acts or omissions by any of the persons listed in this paragraph. I agree that this waiver, indemnity and release of liability is binding upon my heirs, assigns, personal representatives and estate.

Applicants 18 and older: By agreeing to this form I agree that I have had sufficient opportunity to read, and have read this document, I am eighteen (18) years of age or older and understand and agree to be bound by its terms. I acknowledge and agree that paragraphs I, II, III, IV, V and VI have been specifically drawn to my attention and agree to the contents of these paragraphs. I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs or next of kin, executors, administrators, assigns and representatives may have against Chen Yingjun Tai Chi Ottawa.

Applicants 18 and under: I the co-applicant, the \_\_\_\_\_ of the applicant, hereby consent and agree to the terms of this application. In consideration for accepting this application, the above-noted waivers, releases, and indemnities listed in paragraphs I, II, III, IV, V and VI of this application shall apply equally to me for any injury, death, or other loss to the applicant, any member of my family, or myself, as result of the applicant's membership with Chen Yingjun Tai Chi Ottawa. I further agree to pay the membership fees in full in accordance with the above-noted terms. By signing to this form I agree that I have had sufficient opportunity to read, and have read this document, I am eighteen (18) years of age or older and understand and agree to be bound by its terms. I acknowledge and agree that paragraphs I, II, III, IV, V and VI have been specifically drawn to my attention and agree to the contents of these paragraphs.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
e-mail

\_\_\_\_\_  
Phone