

School of OOM YUNG DOE®

The GRANDMASTER IRON KIM® Style

8 Complete Martial Arts Taught as One™



RELEASE AND COVENANT NOT TO SUE

RELEASOR, in consideration to participate in or observe any demonstration, class or course of instruction in Oom Yung Doe®, The Grand Master "Iron" Kim style, or any agents, students or employees thereof, and other good and valuable consideration the receipt and sufficiency thereof is hereby acknowledged, does for himself/herself, his/her family, partners, heirs, next of kin, executors, administrators and assigns, hereby release, waive, discharge and covenant not to sue OOM YUNG DOE KIRKLAND and its affiliate style schools ("School") in King County, WA as Oom Yung Doe®, The Grand Master "Iron" Kim Style, its employees, agents, instructors, volunteers, interns, students or anyone else in any way connected with the School or any demonstration, course of instruction or class, or their families, partners, heirs, next of kin, administrators, executors (hereinafter the "RELEASEES") of and from any and every claim, demand, injury, cause of action, damage, action or right of action of whatsoever kind or nature, either in law or equity arising from or by reason of any and all bodily injury or personal injuries, death and/or property damage or loss resulting to the RELEASOR or from any action, inaction, statement or omission of the RELEASEES, whether alleged to be negligence, omission or otherwise.

RELEASOR further agrees to defend, indemnify and hold harmless the RELEASEES from any loss, liability, damage, claim or cost, including any and all attorneys' fees and costs of suit, which RELEASEES may incur for any reason, including but not limited to any demonstrations, classes, courses of instruction or as a result of the presence of RELEASOR in or upon the premises of the RELEASEE located as identified below, or any other location where the RELEASEE conducts demonstrations, classes or courses, whether caused by the actions, omissions or negligence of the RELEASEES or otherwise.

RELEASOR has been advised of and expressly acknowledges the existence of risk of injury in his/her observation of or participation in any demonstration, course of instruction, or classes offered by the RELEASEES, or in which the RELEASEES participate, and that he/she knowingly and voluntarily assumes full and complete responsibility for any and all risk of bodily injury, death or property damage due to the actions, omissions, conduct, statements or negligence of RELEASEES or otherwise, while in or upon the above described premises or while participating in or observing any demonstration, course of instruction or class. RELEASOR also acknowledges that an attempt by him/her to counter or in any way nullify any movement by the person giving the demonstration, conducting the class or course of instruction or in any way participating therein, as well as the RELEASOR's voluntary observance of or participation therein, constitutes a request by the RELEASOR and his/her unrestricted consent that the persons giving the demonstration or participating therein display a higher degree of skill and use much greater force against the RELEASOR, and that therefore the risk and severity of injury to the person and property of the RELEASOR is increased.

The RELEASOR acknowledges that the RELEASOR should have permission from a medical doctor following a general physical examination approving the student's participation in OOM YUNG DOE instructional services. Further, RELEASOR agrees to comply with any specific rules and policies established by the School from time to time. RELEASOR further releases the RELEASEES and anyone else acting on their behalf, from any claim whatsoever on account of any and all first aid, treatment, medical care, medical assistance, advice of a medical nature or services rendered to him/her. RELEASOR hereby consents to such care if so determined to be necessary by the RELEASEES, but hereby consents and agrees that the RELEASEE is in no way hereby required to render said services to the RELEASOR.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **unless withdrawn by checking the appropriate box on the sign-in sheet**, RELEASOR hereby confers on the School the irrevocable right and permission with respect to the photographs or video footage that the School has or may take of the RELEASOR or in which he/she or their minor child may be included with others:

- a. To copyright the same in the School's name or any other name that the School may select;
- b. To use, publish and display the same in whole or in part, separately or in conjunction with other photographs or video footage, in any medium now or hereafter known including digital, and for any lawful purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising, website and social media and he/she waives any claim for compensation, and;
- c. To use the student's name in connection therewith if the School so decides.

This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of the School as well as the person(s) for whom the School took the photographs or video footage, if any.

By providing an email address, RELEASOR hereby permits the School to add RELEASOR's email address to email distribution lists as the School may create from time to time. RELEASOR may request removal from email distribution lists by utilizing the unsubscribe link provided with each email distribution or by contacting the School by letter sent via U.S. mail or by email message to the School.

This RELEASE contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital. This Release shall be interpreted and enforced pursuant to the law of the State of Washington. Any claim or legal action shall be brought on in the proper state or federal court in King County, WA. The prevailing party shall be entitled to all costs and reasonable attorneys' fees, including on appeal. If any portion of this Release is held invalid or otherwise not enforceable, it is agreed that the balance shall continue to be in full legal force and effect.

RELEASOR further states that he/she has carefully read the foregoing release, knows the contents thereof and signs this release as his/her own free and voluntary act.

Assumption of the Risk and Waiver of Liability Relating to COVID-19 caused by the virus SARS-COV-2 (Novel Coronavirus)

The novel coronavirus known as SARS-COV-2 which causes the disease COVID-19, has been declared a worldwide pandemic by the World Health Organization. The virus that causes COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing until certain guidelines are achieved in the phased re-opening of training facilities.

Oom Yung Doe Kirkland ("OYD-KL") has put in place preventative measures to reduce the spread of COVID-19; however, OYD-KL cannot guarantee that you and, if you are signing as a parent or guardian, your child(ren) and family or friends will not become infected with the virus that causes COVID-19. Further, attending OYD-KL could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of the virus that causes COVID-19 and voluntarily assume the risk that I and, if signing as a parent or guardian, my child(ren), family and friends may be exposed to or infected by the virus that causes COVID-19 by attending OYD-KL and that such exposure or infection may result in personal injury, illness, exposure to others including other family members, permanent disability, and death. I understand that the risk of becoming exposed to or infected by the virus that causes COVID-19 at OYD-KL may result from the actions, omissions, or negligence of myself and others, and the actions or omissions of OYD-KL employees, instructors, volunteers, students, other participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and, if signing as a parent or guardian, for my child(ren) including, but not limited to illness, personal injury, disability, death, damage, loss, claim, liability, cost, or expense, of any kind, that I or my child(ren), family and friends may experience or incur in connection with my own or my child(ren)'s attendance at OYD-KL, observation, or participation in OYD-KL activities and lessons ("Claims").

On my behalf, and if signing as a parent or guardian, on behalf of my child(ren), family and friends, I hereby release, indemnify, covenant not to sue, discharge, and hold harmless OYD-KL, its employees, instructors, students, other participants, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the commercially reasonable actions or omissions of OYD-KL, its employees, instructors, students, other participants, agents, and representatives, whether an infection with the virus that causes COVID-19 occurs before, during, or after participation in any OYD-KL activity or lesson.