Release and Waiver of Liability and Indemnity Agreement
(the "Release")

IN CONSIDERATION OF being permitted to participate and/or spectate in the martial arts program hosted by Valour Historical European Martial Arts Academy ("**VHEMAA**") and the Releasees (as defined below) (the "**Program**") and/or being permitted to enter for any purpose any area reserved or hosting the Program - the adult participant, or the parent(s) and/or legal guardian(s) of the minor participant (collectively, the "**Participant**") named below agree:

1. The parent(s) and/or legal guardian(s) of a minor participant will instruct the minor participant that prior to and/or while participating in the Program or event, he or she undertakes that, if at any time, they feel anything to be UNSAFE, they will immediately take all precautions to avoid the unsafe area and **REFUSE TO PARTICIPATE** further.

2. The Participant fully understands and acknowledges that the Program involves inherent risks and dangers, including, but not limited to, the risk of serious bodily injury, partial and/or total disability or paralysis, psychological trauma, or death, due to the nature of martial and weapons-based training. Additionally, the Participant acknowledges the potential social and economic losses/damages that may result from the risks and dangers associated with the Program, could be severe, which may include other risks not known to the Releasees or are not reasonably foreseeable at this time. The Participant further acknowledges that THE ACTIVITIES OF THE PROGRAM 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.

3. The Participant, including their heirs administrators, estates, executors, successors, and assigns (collectively, the "**Releasor**"), does hereby forever remise, waive, release, acquit and forever discharge VHEMAA, Chad McFarland, Douglas Crighton, Nicholas McConnel, Brendan O'Rourke, Adrian Jones, Marli Vlok and any other persons acting as instructors for VHEMAA, which terms includes their heirs, owners, operators, employees, volunteers, agents, affiliates, contractors, administrators, executors, successors and assigns (each a "**Releasee**" and, collectively, the "**Releasees**"), of and from all manner of action or actions, cause or causes of action, suits, dues, sums of money, claims, demands or damages whatsoever, at common law, statute, or in equity, which the Releasor has, has had or otherwise hereafter can, shall or may have, for or by reason of all known or unknown loss, personal injury, damage, or death which has resulted or may result to the Releasor (collectively, the "**Claims**"), without restricting the generality of the foregoing, from or in respect of or arising out of matters and or claims alleged, or which could have been alleged, or which may be alleged, relating, in any way, to the Releasor's attendance or participation during the Program whether as a participant, guest, observer, invitee, or visitor regardless of how such Claims might arise.

4. For greater certainty, the Releasor waives, release, and discharges the Releasees, from any and all past, present and future Claims, liabilities, or any causes of action or inaction not yet aforementioned, whether in negligence, common law, equity, or contract, that may arise from the Releasor's presence during the Program or participation in any activities therein – including but not limited to any liability under *The Occupiers' Liability Act* C.C.S.M. c.08 or .

5. In no event, shall the Releasee be liable to the Releasor for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services.

6. The Releasor agrees to indemnify and hold harmless the Releasees**,** from any and all Claims, demands, actions, or liabilities (including, but not limited to legal fees) that may arise from the Releasor's own actions or omissions; the actions or omissions of any minors or dependents under the Releasor's care or guardianship; and/or the actions or omissions of any guests or invitees the Releasor brings onto the property.

7. The Releasor, for the consideration aforesaid, hereby further covenants and agrees not to make any claim or take any proceedings in relation to any matter that is the subject of this Release against any person, firm or corporation who may claim contribution or indemnity from the Releasee, under the provisions of any statute or otherwise or for any Claim.

6. The Releasor gives full permission, in perpetuity, for media, including but not limited to audio, photographs, and video, to be taken of the Participant by the Releasee during Program events, and to be used in promotion of the Program. The Releasor understand that there will be no compensation for such use, and the Releasor releases the Releasees from all Claims and all damages resulting from such use.

7. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing Release is intended to be as broad and inclusive as is permitted by the laws of Manitoba and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

8. The Releasor understands and acknowledges that the Releasees have made no representations as to the results of participation in Program activities. The Releasor further understands that no representations are being made to them as to the professional qualifications, standards, equipment, or safety associated with participation in the Program's activities.

9. The Releasor understands that while the Releasees' instructors may announce a requirement of certain protective gear for certain activities, the Participant always has the option and responsibility to add protective gear that the Participant considers necessary or desirable. I further understand that eye protection and other protective gear are always available for Participants to borrow, and that it is the Releasor's responsibility to either obtain and wear said gear or to abstain from the Program.

10. The undersigned has read and fully understand all sections of this Release and that the terms of this Release are fully understood and that the said consideration is accepted voluntarily and uninfluenced by representations on the part of the Releasees or anyone representing the Releasees. The undersigned affirms and warrants that they have received independent legal advice with respect to the terms of the within Release or has had the opportunity to receive independent legal advice, prior to executing the within Release and have done so voluntarily and without any undue influence, fraud, coercion or misrepresentation.

(PLEASE PRINT ALL INFORMATION CLEARLY)

Print Participant Name_____

Print Adult Guardian Name (if participant is a minor)_____

Signature (adult) _____

Phone _____

Address_____

_____

Email _____

Date _____

