



GENERAL WAIVER & RELEASE OF LIABILITY ADDENDUM A

This addendum to the assumption of risk disclaimer, waiver of liability, and indemnification agreement (this “**Addendum**”) is attached to and forms a part of the Agreement made between the Company and the Organization. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. If there is a conflict between the Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control. The Agreement and this Addendum may be collectively referred to as this “**Agreement.**”

The Organization hereby assumes all risks and danger incidental to the engagement of the Participants in all Martial Arts-related activities, including, but not limited to, programs, events, lessons, classes, workshops, competitions, and other activities (collectively, the “**Additional Activities**”) provided by the Company or on Company premises. The Organization agrees that the Participants will abide by all such rules and regulations communicated by the Company to the Organization (the “**Rules**”). The Company reserves the right to refuse engagement in the Additional Activities to any Participant or to terminate this Agreement if a Participant or the Organization does not adhere to the Rules.

Participants should be aware of the possible risks inherent to the Additional Activities. The Additional Activities are full-body contact sports, which involve the risk of serious injury, death, loss, and/or property damage. The Organization has required Participants to certify that they are physically fit and have no adverse physical condition that would prevent or inhibit their participation in any Additional Activity. The Organization has required Participants to inform the Company of any conditions the Participant has that may affect their ability to participate in the Additional Activities, and understand and agree that in permitting any Participant to participate in the Additional Activities, the Company has relied on the Participant’s representation that they are in good health. If at any time the Participant believes that they are unable to participate in the Additional Activities due to physical or medical conditions, the Participant will immediately discontinue participation and will notify the Company of such condition. In the event that emergency medical treatment of the Participants appear to be necessary during any Additional Activity, the Participants consent to such treatment by any local responders or caregivers, if available. The Company, in its sole discretion, reserves the right to refuse engagement in the Additional Activities to any Participant if the Company determines that Participant is unfit to engage in the Additional Activities.

The Organization grants the Company permission to photograph, videotape, and/or audiotape the Organization’s participation in the Additional Activities (the “**Media**”). The Media will remain the property of the Company and may be used in advertising or marketing campaigns on the Company’s websites, and for promotional and informational material including, but not limited to, social media, flyers, brochures, newsletters, emails, advertisements, newspaper articles, TV or cable interviews and promotions, and the Organization expressly waives any rights to compensation for, or ownership of, the Media.

Accept: _____ **Decline:** _____





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The Organization shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, and the costs of enforcing any right of indemnification under this Agreement, and the cost of pursuing any insurance providers, awarded against the Company or any other Releasees in a final non-appealable judgment, arising out or resulting from any claim of a third party as a consequence of my participation in the Activities.

THE ORGANIZATION ACKNOWLEDGES AND AGREES THAT IT HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ATTACHES THIS ADDENDUM TO THE AGREEMENT.

AGREED AND ACCEPTED:

[Enter Organization Name]

Signature: _____

Print Name: _____

Title: _____

Date: _____

*Kindle Hill
Foundation
Equine Assisted Learning & Therapy*

