



FONSECA
MARTIAL ARTS

EVANSTON

PARK RIDGE

WILMETTE

GLENVIEW

CHICAGO

HIGHLAND PARK

GUEST INFORMATION

Student Name: _____

Parent Name (if not student): _____

Student's Date of Birth: _____

Phone Number: _____

Email address: _____

Emergency Contact Name: _____

Emergency Contact Number: _____

Any medical conditions of which instructors should be aware?

How did you hear about us? _____

Release and Waiver of Liability, Assumption of Risk and Indemnity ("Release")

In consideration of being allowed to participate in the _____ activities, and to use the facilities and equipment of Fonseca Martial Arts, LLC ("FMA") located at _____ (collectively referred to herein as the "Activity"), in addition to any fee or charge, I agree as follows on behalf of myself, or any minor(s) listed below of which I am the parent and/or legal guardian, and our respective personal representatives, heirs, beneficiaries and assigns:

I ACKNOWLEDGE AND AGREE that the Activity involves risks of serious bodily injury, including permanent disability, paralysis and even death, which may be caused by my own actions or inactions, the actions or inactions of said minor(s) or others, or the conditions of the facilities in which the Activity takes place, and I understand that there may be other risks or other social or economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ANY INJURIES, LIABILITIES, CLAIMS, LOSSES, COSTS, AND DAMAGES incurred as a result of my or said minor(s)' participation in the Activity. I understand the nature of the Activity and declare that I am or said minor(s) is in good health and proper physical condition to participate in the Activity, and are not suffering from any condition, impairment, disease, infirmity, or other illness that would limit or prevent my or said minor(s)' participation in the Activity. I acknowledge that neither FMA nor any of its ADMINISTRATORS, MEMBERS, MANAGERS, OWNERS, DIRECTORS, AGENTS, OFFICERS, VOLUNTEERS, EMPLOYEES, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, ASSOCIATES, SUCCESSORS OR ASSIGNS (collectively, the "FMA Parties") will make, and shall have no responsibility to make an independent evaluation of my or said minor(s)' physical health or fitness, and I or said minor(s) have either had a physical examination and have been given my or said minor(s)' physician's permission to participate, or that I or said minor(s) have decided to participate in the Activity without the approval of such physician and do hereby assume all responsibility, liability and risk for my participation in the Activity. I further acknowledge that if I believe my or said minor(s)' physical conditions are in any way unsafe or insufficient, I will immediately discontinue my or said minor(s)' participation in the Activity.

I HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE FMA PARTIES, THE OTHER ACTIVITY PARTICIPANTS, AND ANY SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF THE FACILITIES ON WHICH THE ACTIVITY TAKES PLACE (each referred to herein as a "Releasee") from all liabilities, claims, demands, losses, costs or damages on my account, whether foreseen or unforeseen, caused, alleged to be caused or in any way related to my or said minor(s)' participation in the Activity, whether or not caused in whole or in part by the negligent acts or omissions of any Releasee or others acting on its behalf, including, without limitation, rescue operations. I further agree that if, despite this Release, I or anyone on my or said minor(s)' behalf, including without limitation, my or said minor(s)' personal representatives, heirs, beneficiaries and assigns, makes a claim against any Releasee arising out of or related to my or said minor(s)' participation in the Activity, I will indemnify, save, and hold harmless each Releasee from any loss, liability, damage, or cost, including without limitation, attorneys' fees, which any Releasee may incur as the result of such claim.

I hereby give permission to Fonseca Martial Arts, Aikido of Evanston, Budan Jiu-Jitsu, Chicago Muay Thai Kickboxing Club, to use any photographic likeness and photogenic likeness of myself and of or said minor(s) in all forms and media for advertising, trade, security and any other lawful purposes, obtained during my or said minor(s)' participation in the Activity including, without limitation, displayed electronically via the Internet. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my or said minor(s)' likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

I further state that I am of lawful age (18) and legally competent to sign this Release, and that my signing this Release is of my own free act. I also understand and agree that the terms herein are contractual, and they are not mere recital or simply for information purposes.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

COVID-19 Informed Consent

I understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. I further understand that COVID-19 is extremely contagious and is believed to spread by person-to-person contact, and as a result, federal and state health agencies recommend social distancing. I understand that John Fonseca and Fonseca Martial Arts have put in place reasonable safety measures to help reduce the spread of COVID-19.

I understand that even if I have received a negative COVID-19 test result, the test may have failed to detect the virus, or I may have become infected after I took the test. I understand that even if I do not have any symptoms, I may have a COVID-19 infection.

I understand that exposure to COVID-19 before, during, and after my class may result in the following: a positive COVID-19 diagnosis, extended isolation, additional tests, and hospitalization, up to and including: the need for treatment in intensive care (ICU), short-term or long-term intubation, other complications, and death.

I understand that COVID-19 may cause additional risks, some of which may not be known at this time.

I understand that taking a class at Fonseca Martial Arts may put me at increased risk for becoming infected with COVID-19. By signing this consent form I accept that risk and give my permission to participate in classes at Fonseca Martial Arts. I have read this consent or someone has read it to me.

Name of Participant (printed)

Date

Signature of Participant

TO BE SIGNED BY PARENT/LEGAL GUARDIAN IF NAMED STUDENT/PARTICIPANT IS NOT OF LEGAL AGE (18 YEARS OLD)

I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE MINOR(S) LISTED BELOW AND HAVE THE AUTHORITY TO EXECUTE THIS RELEASE ON HIS/HER BEHALF. I hereby acknowledge that I understand the nature of the Activity and believe and confirm that said minor is capable and qualified to participate in the Activity, and, on behalf of myself, my personal representative, heirs, beneficiaries, assigns, and said minor, I hereby adopt and fully incorporate the entirety of the Release on said minor's account and behalf,

Name of Minor (printed)

Name of Parent/Guardian (printed)

Date

Signature of Parent/Guardian