



EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER OF AND RELEASE FROM
ALL LIABILITY FOR ANY NEGLIGENCE, INDEMNITY FOR ALL THIRD PARTY CLAIMS

OLYMPIC JUDO

Class Activity #: _____

I/We know that Olympic Judo is an inherently dangerous sport/activity in which I/we choose to voluntarily participate at our own risk. I/We are aware that the usual risk, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "Damages"), necessarily increase when sparring on mats with other participants and practicing striking techniques using equipment or physical strength. I/We know that the risk, hazards and dangers include, but are not limited to falling, jumping, landing, colliding with other participants and/or equipment when, staff, media personnel and spectators. I/We also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. (All of the above-defined activities are collectively referred to throughout this Agreement as "the Hazardous Activities.")

By this agreement, it is our intention to relieve the City of Claremont and/or Gary Goltz aka Goltz Judo Club any duty to us and I/we do assume that entire risk of any of the Damages, which might occur during or as a result of my or my child's use of or presence in a class or activity offered by either party. By this agreement, I/we also intend to release, discharge and absolve the City of Claremont and/or Gary Goltz aka Goltz Judo Club from any and all liability for any active or passive negligence whatsoever by the City of Claremont and/or Gary Goltz aka Goltz Judo Club and to waive and relinquish any claim or cause and/or Gary Goltz aka Goltz Judo Club of action against the City of Claremont and/or Gary Goltz aka Goltz Judo Club for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any negligence of the City of Claremont and/or Gary Goltz aka Goltz Judo Club and surroundings and promise not to sue or exercise any legal right to seek damages from the City of Claremont and/or Gary Goltz aka Goltz Judo Club.

In consideration of participating in Olympic Judo, I/we agree as follows:

1. As to my or my child's participation in any activity, including, but not limited to, the Hazardous Activities and as to any and all liability for the Damages which my child or I may suffer or incur due to any cause whatsoever, while in the interior or exterior of the premises, I/we hereby agree:
 - a. To waive any and all claims for Damages that I may have against the City of Claremont and/or Gary Goltz aka Goltz Judo Club, its managers, employees, officers, directors, associates, agents, contractors, volunteers, sponsors, vendors or exhibitors or any other person or company in any way associated with it;
 - b. To release the City of Claremont and/or Gary Goltz aka Goltz Judo Club, from any and all liability for the Damages that my child or I may suffer or incur, or that our next of kin may suffer as a result of my or my child's participation any activity, including but not limited to, Hazardous Activities; and
 - c. To hold harmless and indemnify the City of Claremont and/or Gary Goltz aka Goltz Judo Club from any and all liability for the Damages to any third party resulting from my or my child's participation in any activity, including but not limited to, the Hazardous Activities.
2. This waiver and release of liability and indemnification agreement (collectively referred to here after as "Waiver and Release") shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my or my child's injury, disability or death.

OVER→

3. I/We have read, understand and agree to be bound by the Rules of Safety/conduct governing my or my child's conduct while participating in the sport/activity. I/We understand that these rules are strictly enforced.

The undersigned further AGREES that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned further acknowledges that he/she or his/her child involved in the City of Claremont Human Services programs/classes may be photographed and such photographs may be used to publicize City programs/classes without compensation and without further permission.

The undersigned further accepts that and/or Gary Goltz aka Goltz Judo Club shall have the sole authority to grant anyone permission to photograph, make video or audio recordings of any persons, students events in class or any activity related to the instructional program, and that no pictures, video or audio recordings can be taken of anyone without the instructors specific consent. Said written or oral permission can be withdrawn at any time at the instructor's discretion.

The undersigned further certifies that he/she or his/her child has no medical condition, which would cause participation in activities to be potentially hazardous to his or her health.

THE UNDERSIGNED HAS READ AND VOULUNTARILY SIGNS THIS AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from this Agreement have been made by the City of Claremont and/or Gary Goltz aka Goltz Judo Club or anyone else with regard to the subject matter of this Agreement.

I/We have completely read and understand this Agreement and its terms. Prior to signing this Agreement, I/we have had the opportunity to ask any questions about this Agreement. We are aware that, by signing this Agreement, we assume all risks and waive and release certain rights that I/we and our heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against the City of Claremont and/or Gary Goltz aka Goltz Judo Club.

Participant signature _____
Participant Birth date _____

Date _____
Emergency Contact _____
Phone () _____

If participant is under age 18

Parent/guardian signature _____
Address _____ City _____

Phone () _____

Contract Instructor Verification

Verified Participant is Enrolled Via the Roster (circle): Yes No

_____ (instructor initials) _____ (date verified)



Alexander Hughes Community Center
Human Services
1700 Danbury Road
Claremont, CA 91711