

LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT
5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP
April 11, 2010
RECREATIONAL SPORTS FACILITY, UNIVERSITY OF CALIFORNIA, BERKELEY

IN CONSIDERATION OF THE PRIVILEGE OF PARTICIPATING IN THE COMPETITION IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**, FOR MYSELF, AND FOR MY HEIRS, CHILDREN, PARENTS, GUARDIANS, EXECUTORS, PERSONAL REPRESENTATIVES, ASSIGNS AND ADMINISTRATORS, I FOREVER RELEASE, ACQUIT, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE UNIVERSITY OF CALIFORNIA, THE UNIVERSITY OF CALIFORNIA MARTIAL ARTS PROGRAM, USA TAEKWONDO, INC., THE UNITED STATES OLYMPIC COMMITTEE, OR ANY OF THE ORGANIZERS, VOLUNTEERS, SPONSORS, AFFILIATED ORGANIZATIONS, COACHES, INSTRUCTORS, MANAGERS, TRAINERS OR DOCTORS, OR ANY OTHER PERSONS OR ORGANIZATIONS INVOLVED IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**, OR ANY OF THEIR REGENTS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, ATTORNEYS, SPOUSES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS. I FURTHER AGREE TO HOLD EACH OF THEM HARMLESS AND TO INDEMNIFY EACH OF THEM FROM LIABILITY ARISING FROM ANY AND ALL CLAIMS (INCLUDING FOR THE NEGLIGENCE OF ANY OF THEM THAT MAY RESULT IN PERSONAL INJURY, ACCIDENT, ILLNESS OR DEATH), DEMANDS, COSTS, DAMAGES, ACTIONS, CAUSES OF ACTION, OR SUITS OF ANY NATURE OR KIND THAT ARE IN ANY WAY RELATED TO MY TRAINING FOR, TRAVELING TO, PARTICIPATING IN OR RETURNING FROM U. C. BERKELEY, OR TO MY USE OF THE FACILITIES, PREMISES OR EQUIPMENT INVOLVED IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**.

FURTHER, IN THE EVENT I AM INJURED, I GRANT PERMISSION TO ANY AND ALL OF THE LICENSED ATHLETIC TRAINERS OR DOCTORS INVOLVED IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP** TO PROVIDE ME WITH MEDICAL ASSISTANCE AND TREATMENT. FOR MYSELF, AND FOR MY HEIRS, CHILDREN, PARENTS, GUARDIANS, EXECUTORS, PERSONAL REPRESENTATIVES, ASSIGNS AND ADMINISTRATORS, I FOREVER RELEASE, ACQUIT, WAIVE, DISCHARGE AND COVENANT NOT TO SUE USA TAEKWONDO, INC., THE UNITED STATES OLYMPIC COMMITTEE, OR ANY OF THE ORGANIZERS, VOLUNTEERS, SPONSORS, AFFILIATED ORGANIZATIONS, COACHES, INSTRUCTORS, MANAGERS, TRAINERS OR DOCTORS, OR ANY OTHER PERSONS OR ORGANIZATIONS INVOLVED IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**, OR ANY OF THEIR REGENTS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, ATTORNEYS, SPOUSES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS, AND TO HOLD EACH OF THEM HARMLESS AND TO INDEMNIFY EACH OF THEM FROM ANY AND ALL CLAIMS (INCLUDING FOR THE NEGLIGENCE OF ANY OF THEM THAT MAY RESULT IN PERSONAL INJURY, ACCIDENT, ILLNESS OR DEATH), DEMANDS, COSTS, DAMAGES, ACTIONS, CAUSES OF ACTION, OR SUITS OF ANY NATURE OR KIND THAT ARE IN ANY WAY RELATED TO ANY INJURY I SUSTAIN OR SUFFER IN CONNECTION WITH SAID MEDICAL ASSISTANCE OR TREATMENT.

I ACCEPT RESPONSIBILITY TO PAY FOR ANY AND ALL FINANCIAL OBLIGATIONS INCURRED AS A RESULT OF ANY MEDICAL ASSISTANCE OR TREATMENT PROVIDED IN CONNECTION WITH THE TREATMENT OF ANY INJURIES THAT I MAY SUSTAIN IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**.

I VERIFY THAT MY PHYSICIAN HAS EXAMINED ME AND CERTIFIED THAT I AM IN GOOD PHYSICAL CONDITION AND HAVE NO DISEASE OR INJURY THAT WOULD IMPAIR MY PERFORMANCE OR PHYSICAL CONDITION IN TRAINING FOR OR COMPETING IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**. (I RECOGNIZE THAT IF I HAVE ANY EXISTING INJURIES THAT MAY AFFECT MY PERFORMANCE, I CANNOT PARTICIPATE IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP** WITHOUT A REPORT FROM MY PHYSICIAN AUTHORIZING MY PARTICIPATION, AND I VERIFY THAT IF I HAVE ANY SUCH INJURIES, THE REQUISITE REPORT IS ATTACHED TO THIS FORM.)

I ALSO CERTIFY THAT I AM FAMILIAR WITH THE RULES AND THE SPORT OF TAEKWONDO AND THE NATURE OF A TAEKWONDO CONTEST. I AM AWARE THAT THERE IS A HIGH RISK OF INJURY BY THE VERY NATURE OF THE SPORT DUE TO THE PHYSICAL CONTACT INVOLVED, AND I ASSUME ALL RISK RELATING TO MY PARTICIPATION IN THE SPORT OF TAEKWONDO AND THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**.

I FURTHER CERTIFY THAT NO COACH, MANAGER, DOCTOR, NURSE, ATHLETE, TRAINER, OR OTHER PERSON HAS ADVISED ME NOT TO COMPETE IN A CONTACT SPORT FOR ANY REASON, NOR HAS ANY SUCH PERSON SPECIFICALLY ADVISED ME NOT TO COMPETE IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**.

IF, IN CONNECTION WITH THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**, I AM FOUND TO BE INVOLVED IN ANY ACT OF VANDALISM, I AGREE TO PAY FOR ANY AND ALL DAMAGE TO PERSONAL AND/OR REAL PROPERTY THAT IS CAUSED THEREBY, AND I UNDERSTAND THAT DISCIPLINARY ACTIONS THAT WILL PROHIBIT MY PARTICIPATION IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP** WILL BE TAKEN AGAINST ME.

I HAVE READ THIS LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I UNDERSTAND THAT THIS AGREEMENT IS INCORPORATED BY THIS REFERENCE AS A PART OF THE OFFICIAL ENTRY FORM FOR THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**. I ALSO UNDERSTAND THAT ENTERING INTO THIS AGREEMENT IS A CONDITION PRECEDENT TO AND IS CONSIDERATION FOR THE PRIVILEGE OF PARTICIPATING IN THE **5th ANNUAL U.C. YONGMUDO CHAMPIONSHIP**. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO MAKE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAWS OF THE STATE OF CALIFORNIA. IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID, I AGREE THAT THE BALANCE OF IT SHALL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT.

DATE _____ SIGNATURE of CONTESTANT _____ PRINT NAME _____

DATE _____ SIGNATURE of PARENT/GUARDIAN IF UNDER 18 YEARS OF AGE _____

EMERGENCY CONTACT

Name _____ Relationship _____ Telephone _____

Address _____ City _____ State _____ Zip _____

MEDICAL INSURANCE INFORMATION

Company Name _____ Policy # _____ Expiration Date _____

Subscriber's Name _____ Relationship _____ Telephone _____

Address _____ City _____ State _____ Zip _____