

ATA REGIONAL TOURNAMENT

BRAZILIAN JIU JITSU		
GI	\$25	<input type="checkbox"/>
NO GI	\$25	<input type="checkbox"/>
BOTH	\$50	<input type="checkbox"/>

Name: _____ Gender: _____ Age: _____

ATA Number: _____ Weight: _____ Years of Training: _____

Instructor: _____ School #: _____ Region: _____

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

HOLD HARMLESS AND LIABILITY RELEASE WAIVER AGREEMENT

I, _____ have applied to participate in this ATA Regional tournament. I understand that by registering in this tournament that I am subjecting myself to possible injury as I am voluntarily engaging in a contact sport. Before signing the application to register, I was given an opportunity to ask any questions that I may have relating to any danger or harm that I could be exposed to, and I have either asked the questions or have chosen not to ask.

By enrolling in this tournament I understand it is my responsibility to learn and understand all the safety procedures and rules related to involvement in the ATA Taekwondo program. These procedures and rules apply not only to my training but also to participation in this tournament.

The "Released Parties" are: American Taekwondo Association (including its officers, employees, agents, tournament organizers and any other student), LP Indoor Pavilion, LLC, a Delaware limited liability company, Development Authority of Bartow County, LakePoint Land, LLC and its affiliates, parent companies, venturers, subsidiaries, successors, assigns, agents, servants, officers, members, officers, principals and employees, all independent contractors, all sponsors, and each of their employees, officers, directors, principals, agents, representatives, volunteers, contractors, successors, and assigns.

As part of the agreement in allowing me to participate in this tournament, I agree that the Released Parties, will not be responsible for my safety nor do any of these parties assume any responsibility as a guardian or a fiduciary. This specifically means that no one listed in this paragraph or associated with the Released Parties will be held liable for an injury, death or any other damages caused to me or to my family, decedents, heirs or anyone assuming any rights on my behalf, and I specifically waive any claim I may have against such persons or individuals.

As further consideration and as basis for allowing me to participate in this tournament, I agree to assume any and all risk of harm and I specifically agree to release the Released Parties (including anyone connected with this tournament) as it related to any damage, harm or injury that I might suffer, even if the event causing the damage, harm or injury foreseeable or if such damage, harm or injury was created or caused by negligent act of the parties I am releasing (this release will not apply to intentional act). This agreement to hold harmless shall apply to any claim by me or my family, including my estate, heirs or any personal representatives in the event of my death for any damages, injury or harm that should occur by my participation in any training, tournament, summer camp or other program related to this participation in the Released Parties.

I state that I am of legal age (at least 18 years of age) and that no court has declared that I cannot sign such documents. I understand that this is a binding agreement and that I am waiving certain rights, and I know before signing this I have the right to have it reviewed by an attorney. I have read this agreement and I understand what it means. I represent that I am in good health and that I assume responsibility for my continued physical condition and capability to participate in the ATA taekwondo training and related activities.

TO BE SIGNED IF ABOVE IS EXECUTED BY PARENT OR LEGAL GUARDIAN

As a parent and/or guardian of the person named above, we hereby wish to register _____, a minor or myself in this ATA Regional tournament and after reading the above terms and conditions, do hereby agree to the terms set forth above. I hereby agree to indemnify and save harmless the Released Parties (including anyone connected with the organization) for any harm caused to the minor or should the minor later bring an action against any of the parties. I understand that I have agreed to pay any cost relating to any claim against the above named persons (including legal fees to defend such action) and to pay and award of damages should one be made in favor to the minor against any of the parties. As further consideration for allowing the minor to enroll in the tournament I personally waive any claim or cause of action that may personally have as the parent or legal guardian in the event of any harm, injury or damage.

MEDICAL RELEASE: I, _____, on my own behalf or behalf of the named minor, hereby give permission to any licensed physician and/or hospital to provide emergency medical treatment which may be necessary due to any injury or accident incurred while participating in this Regional Tournament. I agree to be responsible for all costs related to such medical treatment.

Signature

Date

Print Name

Emergency Contact:

Emergency Contact Phone Number:

Insurance Company:

Insurance Policy Number:

ACTIVE REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent. You represent and warrant to Active Network, LLC ("Active") that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Active refers to Active Network, LLC and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Active singly or together and its officers, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

2. Waiver. YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVEYANT NOT TO SUE ACTIVE FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. Limitation of Liability; Disclaimer of Warranties. ACTIVE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ACTIVE OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH ACTIVE OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE IS AT YOUR SOLE RISK. ACTIVE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACTIVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Active makes no warranty that the Active sites' services will be uninterrupted, secure or error free. Active does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Active sites. Active is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Active sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

4. Indemnification. You agree to indemnify and hold each of Active harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of Active or the violation of any term of this Agreement and Waiver as well as the Terms of Service located at: <http://www.activenetwork.com/terms-of-use.htm> by you.

5. Applicable Law; Consent to Jurisdiction. The Active sites (excluding linked sites) are controlled by Active from its offices within the State of California, United States of America. By completing this event registration, both you and Active agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, the Terms of Use or other use of the Active sites. You agree that exclusive jurisdiction for any dispute with Active resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving Active or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

6. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.