

WAIVER & RELEASE OF LIABILITY

Jung Sim Do Martial Art, Inc.

dba West Shore Academy of Martial Arts (hereinafter, "WSAMA"):

The individual named below (referred to as "I" or "me") desires to participate in the Rock Steady Boxing program through WSAMA (the "Activity"). As lawful consideration for the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this Waiver and Release of Liability (this "Release").

I am aware and understand the nature of the Activity, and my physical condition and capabilities, and I believe that I am physically capable of participating in such activity. I further acknowledge that I am aware that the activity may be conducted in facilities open to the public or members of the public and/or employees of another corporate entity or entities, during the activity. I further agree and warrant that any time, if I believe any condition to be unsafe, I reserve the right, without penalty, financial or otherwise, to immediately discontinue further participation in the activity and bring such condition to the attention of the management of WSAMA.

I AM AWARE AND FULLY UNDERSTAND that (a) the Activity involve risks and dangers of **SERIOUS BODILY INJURY**, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by me or by the actions or inactions of others participating in the Activity, the conditions under which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASEES" NAMES BELOW**; (c) there may be other risks and social and economic losses either known to me or not readily foreseeable at this time, and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of my participation in these activities.

I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Jung Sim Do Martial Art, Inc. dba West Shore Academy of Martial Arts (WSAMA), its clubs and their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activities take place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releasees, I will be responsible for the payment to any or all of the Releasees harmed by such assertion of a waived claim, or any expenses arising from my assertion of waived claims or causes of action, including but not limited to reasonable attorney fees and court costs.

I hereby further agree that this agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification. Every term and provision of this agreement is intended to be severable -- if any one or more provision is found to be unenforceable or invalid, said provision shall not affect the other terms and provision, which shall remain binding and enforceable. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Cumberland County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

I further agree on behalf of myself that I shall hold harmless and fully indemnify the parties hereby released from any and all claims, damages, costs including attorney fees, and causes of action which may arise from any cause of action made by me even if the damages, injuries or death are caused in whole or in part by any of the persons or entities hereby released.

I acknowledge (a) that I have read (or have had read to me) each and every one of the provisions in this waiver, release of liability and indemnification agreement, (b) that I understand each of the provisions in this agreement and (c) that I agree to abide by them.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. In the event that any provision of this Agreement shall be finally adjudicated invalid or unenforceable by a court of competent jurisdiction, such provision shall be limited to the extent necessary to render the same and the remainder of this Agreement valid and enforceable, or shall be excised from this Agreement as circumstances require to preserve the validity of the remainder of this Agreement and this Agreement shall be construed for purposes of such jurisdiction as if said provision ab initio had been incorporated herein as so limited or had not been included herein, as the case may be.

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

Date ____/____/____

Printed Name of Applicant

Signature of Applicant

Media Release

I _____ (member name) allow Rock Steady Boxing and WSAMA to publish or broadcast my image/likeness and/or name for promotional purposes associated with Rock Steady Boxing and WSAMA.

Signature _____ Date _____