

SINHA CAPOEIRA
Release of Liability and Assumption of Risk Form

Please read entire agreement and sign at the bottom as indicated. This agreement is between myself and or a person of legal guardianship for myself and SINHA Capoeira its members, agents, employees, instructors (including Lindemberg Desouza aka Mestre Chuisquinho and guest instructors at workshops), and all other authorized agents, (collectively and hereinafter referred to as "SINHA"). In consideration for enrollment or continued participation in Capoeira training with SINHA, I make the following statements and promises:

1. I am aware that Capoeira training involves strenuous physical activities and personal body contact, and that I will be participating in practice which can be physically harmful and or emotionally stressful. I understand that because of this there is always an inherent risk of injury that cannot be eliminated. Such injuries may include, but are not limited to, pulled muscles, dislocated joints, and broken bones, which could result in partial and/or total disability, paralysis, and death. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, or action, inaction, or negligence of others.
2. I am voluntarily enrolling in Capoeira instruction with the knowledge of the potential danger involved, and I agree to accept any and all risk of injury.
3. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe activity and REFUSE TO PARTICIPATE further.
4. I agree that I, my heirs, legal representatives and assigns will not make a claim against SINHA for any injury or damage resulting from my participation in SINHA activities and will release and discharge SINHA from all claims or demands arising from injury or damage to me caused by my participation.
5. I promise to defend, indemnify and hold SINHA harmless from any claims and actions by third parties alleging injury from my use of the techniques learned in Capoeira training. I have not requested or received any warranties as to the effectiveness Capoeira training.
6. I agree to strictly follow the rules of training as outlined by my instructors, and to follow the direction of the instructor in which ever class I am participating. I understand that it is the decision of the chief instructor whether or not I will be allowed to continue training should these rules and directions not be adhered to.
7. I agree that this Agreement and Release of Liability and Assumption of Risk covers each and every time that I train or otherwise participate in any activity sponsored by SINHA its agents, employees or instructors at any location.
8. If any portion of this agreement shall be held to be invalid, illegal or unenforceable to any extent and for any reason by any Court within the state of Massachusetts, the remainder of this agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law.
9. I make this agreement on behalf of myself, my heirs, successors, executors, estate and dependents and it is binding on them. In signing this agreement I am stating that I am over 18 years of age, that I know what I am doing, that I take responsibility for my own acts, that I have read carefully and understand this agreement, and that I fully agree with each statement contained in this agreement, and that I am responsible for myself.
10. If the applicant is hurt or injured any SINHA instructor may provide first aid and/or take the applicant for medical treatment. This shall not be construed to place any obligation on any instructor, agent, or employee of SINHA to provide first aid and/or take the applicant for medical treatment.
11. Upon signature of this agreement I am also waiving any prior claims I may have had against SINHA that I knew about or did not know about. This waiver of my rights extends to my heirs, assigns, spouse, family members or any one that may represent me.
12. INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS as such I will not hold liable any SINHA agent, employee or instructor for reasonable attempts to provide first aid care or take the applicant for medical treatment.

13. Any and all disputes that pertain to this agreement and or other contract disputes with SINHA will be tried in a court of appropriate jurisdiction in the State of Massachusetts.

Name (print)

Signature

Date

If the Applicant is under 18 years of age, parent or guardian must sign below:

I, the undersigned, as parent or guardian of the above applicant, certify that I have read the above contract and that I consent to the applicant's receiving the instruction applied for. I agree to the provisions of the contract for myself and the said applicant.

Name of Parent or Guardian (print)

Signature

Date