BLACK MOUNTAIN SPIRIT SCHOOL OF CHINESE KUNG FU, LLC

UNIFIED MASTER ASSUMPTION OF RISK, RELEASE OF LIABILITY & PARTICIPATION AGREEMENT

SCOPE OF AGREEMENT

This Agreement applies to ALL activities conducted by Black Mountain Spirit School of Chinese Kung Fu, LLC (BMS), including but not limited to: Shaolin Kung Fu, TaiJiQuan, BaGuaZhang, self-defense training, conditioning, sparring, partner drills, weapons training, youth programs, private instruction, workshops, seminars, and off-site or corporate programs.

1. ACKNOWLEDGMENT OF INHERENT RISK

Martial arts training is a physical activity involving inherent risks including, but not limited to: strains, sprains, bruises, joint injuries, fractures, concussions, falls, cuts, aggravation of pre-existing conditions, serious injury, permanent disability, or death. Training may involve controlled contact, striking, grappling, joint manipulation, takedowns, conditioning drills, and use of training weapons. Participant voluntarily assumes all risks associated with participation.

2. RELEASE OF LIABILITY

To the fullest extent permitted by Pennsylvania law, Participant releases and holds harmless BMS; Marc Black; all assistant instructors (paid or volunteer); employees; contractors; guest instructors; the property owner/landlord; and any affiliated or host organizations from any and all claims arising from participation, including claims of negligence, except in cases of gross negligence or intentional misconduct.

3. INDEMNIFICATION

Participant agrees to indemnify and hold harmless BMS and its representatives from any claims, demands, damages, or legal expenses arising from participation.

4. MEDICAL FITNESS & AUTHORIZATION

Participant affirms physical ability to participate and agrees to disclose relevant medical conditions. In case of emergency, Participant authorizes BMS to obtain medical treatment. Participant accepts financial responsibility for any medical services rendered.

5. YOUTH PROTECTION POLICY

For participants under 18, a parent or legal guardian must sign this Agreement. Youth classes operate under adult supervision standards. No closed-door one-on-one instruction between instructor and minor is permitted. Parents are encouraged to remain present. No overnight events with minors are conducted. BMS maintains zero tolerance for misconduct, harassment, grooming behavior, or inappropriate contact.

6. INSTRUCTOR & VOLUNTEER STANDARDS

All instructors and assistants, whether paid or volunteer, operate under professional boundaries, supervision standards, and youth protection policies. Volunteers are held to the same conduct expectations as paid staff. BMS reserves the right to conduct background checks for youth program personnel.

7. CODE OF CONDUCT

Participants must follow instructor directions immediately, maintain control during drills, avoid reckless behavior, and show respect. Unsafe conduct may result in dismissal without refund.

8. FACILITY & OFF-SITE TRAINING

Training may occur in a leased facility or approved off-site location. Participant accepts responsibility for personal property. BMS is not liable for lost or stolen items. Host organizations are not responsible for martial arts instruction.

9. WEAPONS TRAINING

Participant acknowledges that improper handling of training weapons may result in injury and agrees to follow all safety instructions strictly.

10. COMMUNICABLE ILLNESS

Participant acknowledges the risk of exposure to communicable illnesses inherent in close-contact physical training and agrees not to attend class while ill.

11. MEDIA RELEASE

Unless Participant provides written notice otherwise, Participant consents to photographs or video recordings being used for educational or promotional purposes.

12. SEVERABILITY

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Participant Name: _____

Date of Birth: _____

Address: _____

Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Phone: _____

Participant Signature: _____

Date: _____

If Participant is under 18:

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____