



# HUDSON VALLEY FIGHT CLUB

## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

**IN CONSIDERATION** of the services provided by **HUDSON VALLEY FIGHT CLUB**; being **PETER 'YURBLE' KIEWRA, ERIN HEBERT**, and such agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HVFC"):

### **I HEREBY ACKNOWLEDGE, CERTIFY, AND AFFIRM THE FOLLOWING:**

1. I hereby certify that I am 18 years of age or older.
2. I hereby certify that my engagement in HVFC programming, classes, workshops, and activities, and the agreement and signing of this Accident Waiver and Release of Liability Form, is taken upon myself of my own volition.
3. I hereby acknowledge that this Accident Waiver and Release of Liability Form will be used by HVFC and associated event holders, property owners, sponsors, and organizers of activities in which I may participate, and that it will govern my actions and responsibilities during and after these activities.
4. I hereby certify that I am physically capable and have sufficiently prepared or trained for the participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.
6. I hereby affirm that I will seek appropriate medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during my participation in these activities.
7. I hereby affirm that I will not attend a HVFC workshop, class, film shoot, or other HVFC-related gathering if I have symptoms of an infectious illness such as COVID-19 or am not feeling well.
8. I hereby acknowledge that I am fully responsible for my own actions and interpretation of the teaching and/or instruction. I acknowledge that any action, movement, or idea offered by an instructor, peer, or other third party is only an offer, and they, nor anyone associated with HVFC, can be held responsible for my execution of that action, movement, or idea.
9. I hereby affirm that if I present a video and/or teaching produced by HVFC to anyone else who has not signed this waiver, I take on full responsibility for any liability of their actions, interpretation of the instruction, and execution of any movement offered by the class, workshop, and/or instructors.
10. I hereby acknowledge that HVFC is NOT responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

**I HEREBY ASSUME ALL OF THE RISKS IN PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH HVFC**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by HVFC, or because of their possible liability without fault. I acknowledge that the activities facilitated by HVFC such as stage combat and movement arts entails known and unanticipated risks that could result in physical or emotional injuries. I am aware that such injuries can limit my future life activities, including future earning capacity and loss of life. I acknowledge that such risks may also cause damage to personal property, rented property, and the property of other third persons. I understand that all such risks simply cannot be eliminated without

jeopardizing the essential qualities of the activity, and I elect to participate voluntarily in spite of these risks.

**I HEREBY VOLUNTARILY TAKE ACTION** on behalf of myself, my spouse, my children, my parents, my heirs, my next of kin, my successors, and my assigns, and estate as follows:

- 1. I WAVE, RELEASE, AND DISCHARGE HVFC** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury (including physical, mental, or emotional injury), property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity.
- 2. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE HVFC** from any and all liabilities, claims, demands, or causes of action which are in any way connected with my participation in HVFC activities, my use of HVFC facilities, including any such claims which allege negligent acts or omissions of HVFC. Should HVFC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

This Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This document shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited. This agreement shall be governed under the laws in the State of New York.

**I HEREBY AFFIRM** that I have read the above statement and fully understand the contents, consequences and implications of signing this document. I understand that this agreement is subject to change, and that I am to be notified of such changes in writing via any applicable revisions, amendments, riders, or separate agreements, prior to being held accountable to them. This document, along with any attachments or addendums, represents the entire agreement between the parties, and thus supersedes any prior agreements, promises, conditions, or understandings between the myself and HVFC.

- If checked, I hereby allow my photo, video, or film likeness to be used for any legitimate purpose (including promotional material, advertising, and monetized online content creation) by HVFCU and its associated event holders, venues, producers, sponsors, organizers, and other associates.

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Participant's Full Name (Print)

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Participant's Signature

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Date

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Participant's Address