

**DNA DEFENSE, LLC**  
**WAIVER AND RELEASE OF LIABILITY**

I, \_\_\_\_\_, (hereinafter "Participant") hereby acknowledge, understand and assume all risks relating to participating in any class offered by DNA Defense, LLC ("DNA Defense"), DNA Defense instructors, and agents.

Participant understands and agrees that participation may involve injury of some type to and involve risks to Participant's person, or a fellow student, including bodily injury, partial or total disability, paralysis, and death, and damages which may arise therefrom. Such injury can impair one's general physical and mental health, hinder one's future ability to earn a living, and generally to enjoy life. Participant has full knowledge of said risks, including those which may be caused by the negligence of Participant and/or others, are included within the waiver, release and relinquishment described in this Waiver and Release of Liability Agreement (the "Agreement").

The training provided by DNA Defense is of a physical nature and Participant is encouraged to have a complete physical examination prior to attending class if Participant has any health problems, considerations due to injury or illness, or has a history of health related problems that may be irritated by attending a class of this nature. It is Participant's sole responsibility to eliminate themselves from training if they believe they are incapable of participating due to health concerns.

Risks associated with this type of training include: cardiac or respiratory distress, bone or joint injuries, back or muscle injuries, slipping, tripping or falling, or other trauma or injury. Injuries may occur from proper or improper performance of the techniques or equipment used in class; from administration of first aid; from failing to follow training, safety, or other rules; and other risks not reasonably foreseeable at this time.

The training is designed to provide Participant with techniques to survive and escape a physical assault. However, Participant understands that DNA Defense cannot guarantee Participant's safety through the use, or misuse of the techniques taught in class. Participant understands that he/she is solely responsible for the use or misuse of the knowledge and techniques taught in class.

Participant willingly agrees to comply with the stated and customary terms and conditions for participation. Participant agrees to observe all rules, warnings, and oral directions or instructions given by DNA Defense, its instructors, and agents.

For and in consideration of the Participant being allowed to participate in a class offered by DNA Defense, the undersigned Participant, or being the parent(s) or legal guardian(s) and on behalf of Participant, and Participant's heirs, executors, administrators and assigns, hereby waive, release and relinquish DNA Defense, its instructors, agents, any parent, affiliate, or related companies and their collective officers, directors, shareholders, employees and agents from any and all claims for liability and cause(s) of action, including for personal or bodily injury, property damage, wrongful death, or any other damage or injury occurring to Participant, arising out of participation in the class, whenever or however they occur including any and all claims, causes of action, liabilities, damages, costs, suits, contracts, agreements, counterclaims, claims for attorney's fees, and expenses whatsoever of every name and nature, both in law and in equity, known and unknown, which against said DNA Defense, Participant may have now or in the future.

Participant agrees if any claim for Participant's personal or bodily injury, property damage, or wrongful death or any other damage or injury is commenced against DNA Defense or any parties released under this Agreement, Participant shall defend, indemnify, and hold harmless DNA Defense and/or such released parties from any and all claims or causes of action, including the payment of Instructor's reasonable costs and legal fees, by whomever or wherever made or presented for Participant's personal or bodily injuries, property damage, wrongful death, or any other damage or injury.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE INFORMATION AND WARNING OF RISKS AND THAT I VOLUNTARILY WAIVE ANY AND ALL CLAIMS AGAINST DNA DEFENSE AND CHOOSE TO PARTICIPATE AND THAT I INTEND TO LEARN AND FOLLOW ALL SAFETY PROCEDURES. I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE BEEN ENCOURAGED TO SEEK LEGAL COUNSEL BEFORE SIGNING THIS DOCUMENT AND THAT BY SIGNING THIS FORM I AM SEVERELY LIMITING MY LEGAL RIGHTS.

Signature of Participant: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Signature of Parent/Guardian: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Phone Number: (\_\_\_\_) \_\_\_\_\_