

2019 Spirit of the Phoenix Tournament Release and Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on _____ ^{Date} by and between the Phoenix Academy of Martial Arts (hereinafter, "Phoenix"), of 945 Center Street, Auburn, Me 04210 and _____ ^{First Name Last Name}, all parties acting on the participant's behalf, their family, estate, heirs, etc (hereinafter, "Participant"), of _____ ^{Street Address}, _____ ^{City}, _____ ^{State} _____ ^{Zip Code}.

Phoenix Academy of Martial Arts and Participants and all parties acting on the participants behalf are sometimes individually referred to as "Party" and collectively referred to as the "Parties." Phoenix includes Phoenix Academy of Martial Arts, its members, employees, volunteers, independent contractors, Central Maine Community College, and the owner of the premises on which the activity takes place.

WHEREAS, Participants desires to be involved with activities and/or classes from Phoenix; and WHEREAS, Participants desires to hold harmless Phoenix from any claims and/or litigation arising out of Participant's actions in connection with activities and/or classes, which Participant acknowledges is an inherently dangerous and physically strenuous activity. Safety during such activities is everyone's responsibility. Entering into such activity with Phoenix Academy of Martial Arts is done with this knowledge and as such Phoenix Academy of Martial Arts will be held harmless now and in the future for all damages and injuries..

NOW THEREFORE, in consideration of good and valuable consideration the receipt of which is hereby acknowledged, Phoenix and Participant hereby agree as follows:

TERMS

1. Release. Participant releases Phoenix from any and all liability for injuries (including, without limitation, death) or property damage suffered by Participant and in any way related to activities and/or classes provided by Phoenix. This release includes without limitation injuries(including, without limitation, death) and property damage caused by Phoenix's negligence. If Participant asserts any claim released herein Participant shall pay Phoenix's reasonable attorney's fees and costs incurred in defending against the same.

2. Hold Harmless. Participant shall defend, indemnify, and hold harmless Phoenix from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Participant, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Participant's actions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and any reimbursements to Phoenix for all legal expenses and costs incurred by it.

3. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

4. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

6. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. Applicable Law. This Agreement shall be governed by the laws of the Maine.

Phoenix Academy of Martial Arts

Signature: _____ Date: 5/18/2018

Printed Name: Donna Harris / Harry Harris

Title: Owner

Participant and all parties acting on the Participant's behalf.

Signature: _____ Date: _____

Printed Name: _____

Title: Participant

Participant's Printed Name (if different from signer): _____

Participant's Printed Name (if different from signer): _____