



DOLPHIN LEARNING RELEASE OF LIABILITY

ACTION SELF-DEFENSE

PLAIN LANGUAGE VERSION OF THE RELEASE FORM

Please sign and date next page

I acknowledge and agree that:

1. I understand and assume the risks associated with participation in a self-defense class.
2. I fully recognize the inherent risks involved in practicing and utilizing self-defense techniques. I agree to follow the instructions of the instructor, and especially any instructions related to participants' safety. I understand that the self-defense classes are designed to provide me with techniques to survive and escape an assault. I understand that neither Debra Handler nor Dolphin Learning can guarantee my safety following my participation in this class if I'm approached by an assailant and use techniques taught in the self-defense class.
3. I waive the right to any and all claims against Debra Handler and Dolphin Learning.
4. I waive the right to any and all claims by my heirs against the heirs of Debra Handler.
5. I agree to reimburse Debra Handler, Dolphin Learning and her heirs and executors for any litigation expenses for any claims.
6. I sign this release voluntarily and without inducement.

Please sign and date the next page. Thank you very much.





DOLPHIN LEARNING RELEASE OF LIABILITY

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I understand and agree in my personal capacity and on behalf of my heirs, successors, assigns, personal representatives and next of kin that my execution of this Release will result in:

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with my participation in the Dolphin Learning self-defense classes whether or not and even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent first aid operations or procedures by Debra Handler or any other person participating in or associated with the Dolphin Learning self-defense classes.
2. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with my use or misuse of the techniques learned during the Dolphin Learning self-defense classes, including any financial injury, personal injury (whether physical, mental or emotional) or even death to myself, my family, friends, heirs. Further, I understand and acknowledge that my participation in the Dolphin Learning self-defense classes does not provide me with absolute protection in the event someone attempts to assault me as neither Debra Handler nor Dolphin Learning can guarantee my future safety when I use or misuse the techniques I will learn in such classes.
3. A WAIVER OF ANY AND ALL CLAIMS that I have or may in the future have against Debra Handler and Dolphin Learning, her employees, agents, representatives, trustees or assigns (all of whom are referred to as the "Releasees") and to release the releasees from any and all liability for any loss, damage, expense or injury, including death that I may suffer or that my next of kin may suffer as a result of my participation in the self-defense classes organized and offered by the Releasees or my use or misuse of the techniques learned such self-defense classes, due to any cause, including any future assault or attempted assault, negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under *The Occupier's Liability Act* (Ontario) and including the failure on the part of the releasees to safeguard me or protect me from the risks, dangers and hazards of participating in the self-defense classes referred to above.
4. AN AGREEMENT NOT TO SUE THE RELEASEES, by myself, my next of kin, heirs, assigns and personal representatives, for any loss, injury, costs or damages of any form or type, howsoever caused or arising and whether directly or indirectly from my participation in the self-defense classes offered by the Releasees or my use or misuse of the techniques learned during such self-defense classes.
5. AN AGREEMENT TO INDEMNIFY, SAVE AND HOLD HARMLESS, and to reimburse the Releasees, and each of them, from any litigation expense, legal fees, liability, damage award or cost, of any form or type that they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or gross negligence of the Releasees or otherwise.

I have read and understand this agreement and I am aware that by signing this agreement I am waiving certain substantial legal rights that I and my heirs, next of kin, executors, administrators and assigns may have against the releasees. I sign this document voluntarily and without inducement.

DATED: _____

Signature

Print name: _____