



Cliste Solutions, LLC dba "The Traveling Dojo"

<https://www.travelingdojomartialarts.com>
membership@travelingdojomartialarts.com

Acknowledgement, Waiver & Release of Liability Agreement

Updated May 15, 2025

This agreement is between Cliste Solutions, LLC dba The Traveling Dojo (herein after referred to as "The Traveling Dojo") and _____ (herein
(print participant's full legal name, even if a minor)
referred to as the "Buyer") **and** is incorporated in its entirety into Membership Agreement #: **TD-_____**.

"Participants" are those participating in the activities described herein, including the Buyer.

ACKNOWLEDGMENT OF RISKS

I, the undersigned participant (or legal guardian if participant is under 18 years of age), hereby acknowledge and understand that I have voluntarily chosen to participate in martial arts and/or self-defense training and related activities offered by The Traveling Dojo. I fully understand and acknowledge that participation in self-defense and martial arts training involves physical activity, contact, and inherent risks of injury, including but not limited to bruises, sprains, fractures, and more serious injuries.

Risks may arise from my own actions or inactions, the actions or inactions of others, the condition of the facilities, or the negligence of the Releasees named below.

The Traveling Dojo conducts martial arts and self-defense classes and related activities which may include, but not be limited to, performing punches, kicks, martial arts katas, self-defense techniques involving restraining other participants, applying joint locks to other participants and other such activities related to training and participating in a martial arts and self-defense program. Such activities may occur at various locations which may present additional environmental risks and hazards beyond the control of The Traveling Dojo.

I have no physical or mental condition which would prevent me from safely participating in these activities or increasing the risk of harm to myself or others.

I knowingly and voluntarily choose to participate in this program and assume all risks associated with my participation. I will comply with all the rules and regulations of The Traveling Dojo.

WAIVER AND RELEASE OF LIABILITY

In consideration of being permitted to participate in The Traveling Dojo's activities, I, for myself, my heirs, personal representatives, and assigns, hereby:

1. **WAIVE, RELEASE, AND DISCHARGE** The Traveling Dojo, its instructors, officers, employees, contractors, volunteers, agents, representatives, affiliates, successors, and assigns (collectively, "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by me while participating in or traveling to/from activities.



2. **AGREE TO INDEMNIFY AND HOLD HARMLESS** the Releasees from any loss, liability, damage, or cost they may incur due to my participation.
3. **ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE** arising out of or related to participation in The Traveling Dojo's activities.
4. **UNDERSTAND** that this release applies even if the injury or damage is caused by the negligence of the Releasees.
5. **ACKNOWLEDGE** that I am physically fit and sufficiently trained to participate in these activities and can deny participating at any time. In such case of denial to participate the full force of this agreement will continue to remain in effect.

HEALTH AND MEDICAL TREATMENT

1. I understand that The Traveling Dojo does not provide health insurance for participants.
2. In the event of injury or illness, I authorize The Traveling Dojo to secure appropriate medical treatment. I understand I am financially responsible for any medical expenses incurred.
3. I certify that I have disclosed all medical conditions, allergies, and medications that could affect my participation.

COMMUNICABLE DISEASE ACKNOWLEDGMENT

1. I acknowledge the contagious nature of communicable diseases such as COVID-19, the flu and other communicable diseases that I may become in contact with, especially in group environments.
2. I voluntarily assume the risk of exposure or infection through participation in activities which may result from the actions, omissions, or negligence of myself and others.
3. I agree to follow all safety protocols established by The Traveling Dojo and local health authorities.

DISCLAIMER OF WARRANTIES AND GUARANTEES

Participant and Parent/Guardian acknowledge and agrees that participation in the martial arts and self-defense program offered by The Traveling Dojo does not guarantee any specific results, achievements, improvements, or level of performance. The Traveling Dojo, its instructors, agents, subcontractors, and affiliates make no warranties, express or implied, regarding the success, skill acquisition, fitness outcomes, competition results, or personal development that may arise from participation. All progress depends on individual effort, commitment, and factors beyond the control of The Traveling Dojo. Participant assumes full responsibility for their own outcomes.

MEDIA RELEASE

I hereby grant The Traveling Dojo, its representatives, employees, agents, and assigns the irrevocable right and permission to photograph, film, record, or otherwise capture my image, likeness, voice, and appearance in connection with events, demonstrations, seminars, classes, belt promotions and all other activities The Traveling Dojo may be involved with.



I authorize the use of such media in any and all formats, including but not limited to print, digital, broadcast, and social media, for promotional, marketing, advertising, educational, or any other lawful purpose, without compensation or additional approval.

I waive any right to inspect or approve the final materials, and I release and discharge The Traveling Dojo from any and all claims, demands, or causes of action arising out of or connected with the use of such media, including claims for invasion of privacy, defamation, or misrepresentation.

This release is perpetual and worldwide and applies to all media now known or later developed.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Maryland.

NOTICE OF CONSUMER RIGHTS

1. If The Traveling Dojo is closed or unable to provide services for a month or more, you are entitled to your choice of either an extension of your program or a prorated refund. If closing is not the fault of the business, we are entitled to choose either the extension or the prorated refund.
2. You have the right to cancel this agreement within three (3) days after receiving a copy of this signed agreement. The cancellation must be in writing and delivered either in person or by certified or registered mail to The Traveling Dojo at the address provided at the end of this section. You are entitled to a full refund of your down payment if cancellation is received within three (3) business days. Refunds may be issued by check and mailed to the Buyer's address listed on the contract or issued electronically to the Buyer's bank account information on record.
3. If you become disabled for at least three (3) months during the program term and that disability is confirmed in writing by a physician, you are entitled to an extension of your program. We will not collect payments during a student's disability extension.
4. This notice is an integral part of the application and membership contract for enforcement.
5. This agreement may be cancelled if the participant moves, and their new residence is more than twenty-five miles away from the area The Traveling Dojo services. Proof of move is required.
6. Notice of cancellation shall be in writing, with all required documentation, and hand delivered or sent by certified mail to the address provided at the end of this section. Cancellations will not be accepted by phone. Cancellations may be accepted via e-mail in accordance with the Cancellation & Refund Policy.
7. Refunds will not be issued due to absence or missed classes. However, arrangements can be made for make-up classes.
8. Required written communications shall be addressed to:

Mark O'Connor
The Traveling Dojo
207 Sportsman Way
Gaithersburg, MD 20878



UNDERSTANDING AND ACKNOWLEDGMENT

I, the Buyer, have read this document and all incorporated documents in their entirety. I understand that by signing this document, I am giving up substantial legal rights, including the right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Signature: _____ **Date:** _____

Print Name: _____

FOR PARTICIPANTS UNDER 18 YEARS OF AGE:

I, as participant's parent or guardian with legal responsibility for this participant, consent and agree to the above Waiver and Release of Liability on behalf of the minor, and myself, my heirs, assigns, and next of kin.

Parent/Guardian Signature: _____ **Date:** _____

Print Name: _____

Relationship to Participant: _____

PARTICIPANT INFORMATION

See attached Membership Agreement # **TD-** .