

# LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, CONSENT FORM AND INDEMNITY AGREEMENT

Please read this agreement carefully and be certain you understand the implications of signing it. This agreement shall cover your participation in all WTF events, including all WTF-Promoted and WTF-Sanctioned Championships.

In consideration of the privilege of joining the World Taekwondo Federation Global Membership System, which includes but is not limited athlete license holders, the undersigned applicant (or the parent or legal guardian of the applicant if the applicant is a minor) for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do hereby agree as follows:

### **Assumption of Risk:**

Taekwondo is a martial art and contact sport, and engaging in it may result in serious injury, including permanent disability, or death, and severe social and economic losses due not only to my own actions, inactions or negligence, but also to the actions, inactions or negligence of others, the rules of the sport of Taekwondo, or conditions of the premises or of any equipment used. Further, I acknowledge that there may be other risks not known to me or not foreseeable at this time.

Knowing the risks involved in Taekwondo, I assume all such risks and accept personal responsibility for the damages caused by, arising out of, resulting from or following such injury, permanent disability, or death.

In consideration of being permitted to participate in any way, including travel to and from, WTF Promoted or Sanctioned Championships, or other WTF events (altogether referred to as "WTF Events"), I agree to forever release and discharge event organizers and the World Taekwondo Federation and its members, including officers, directors, agents, employees, etc., from any and all liabilities claims demands or causes of action for injuries or damages sustained as a result of or related to my participation in WTF Events; this includes personal injury, bodily injury, death, property damage, and/or any other personal or financial injury. FOR THE AVOIDANCE OF DOUBT, I AFFIRM THAT I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF INJURIES OR DAMAGES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PARTY BY THE ACTION, INACTION, OR NEGLIGENCE (WHETHER PASSIVE OR ACTIVE) OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

#### Waiver of Claims and Consent:

I agree to not sue or make a claim against any of the released parties for injuries or damages sustained as a result of or related to participation in WTF Events, and if I violate this agreement by filing such a suit or making such a claim, I will pay all attorney's fees and costs of the released parties.

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I consent and agree to comply with and be bound by the WTF Statutes and other relevant rules of the WTF. I additionally agree that my GMS membership rights can be suspended or revoked by the WTF for violation of WTF rules, and that the provisions below, including but not limited to those regarding recording rights, indemnification, and recourse to CAS, shall survive any suspension, revocation or termination.

I consent and agree to be filmed, televised, photographed, identified and otherwise recorded during any WTF-promoted and/or WTF- sanctioned championships and/or other WTF event for broadcasting and/or other purposes for promotion of the event by the WTF and/or the Organizing Committee or by the WTF for other promotional purposes. I additionally agree that any photos, videos or other recordings that I make during any such event shall be exclusively for private, non-commercial purposes unless I receive the express, written permission of the WTF for other uses.

Regarding my personal information, I consent and agree to the following:

- a. to my Personal Data being collected by the WTF and to such data being stored and used by the WTF, and, where necessary, third parties, for the purposes of, and to the extent necessary in relation to, facilitating my participation in, and/or organizing, the competition (name of the competition);
- b. to the transfer of my Personal Data to the WTF and by them to such third parties, and to the processing of such data and potentially any relevant sensitive personal data (including about unspent criminal convictions), as are necessary for security and other background checks by the WTF in order for me to gain the necessary accreditation for the competition (name of the competition);
- c. that the WTF and other third parties, including law enforcement and border services agencies, may share amongst themselves and with third parties my Personal Data for the purposes of investigating and/or prosecuting breaches of any of the relevant provisions, rules or bye-laws of the WTF Rules and the World Anti-Doping Code (for example, breaches of Anti-doping and/or betting rules);
- d. to the collection and use of Personal Data and statistics in WTF-approved research projects (e.g. athlete biographies, questionnaires, filming, measures, medical encounters etc.) conducted during the competition (name of the competition);
- e. to my Personal Data being used in any other way to which I provide my express consent to the WTF.

### **Dispute Settlement:**



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I agree that any dispute arising from or related to this agreement will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration. The Panel will consist of three arbitrators. The language of the arbitration will be English. I further agree that any arbitration shall remain confidential the outcome unpublished unless otherwise authorized by the WTF.

If any part of this agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the agreement shall remain in full force and effect.

**APPLICANT**: I HAVE READ THE PRECEEDING LIABILITY, WAIVER OF CLIAMS, ASSUMPTION OF RISK, CONSENT FORM AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I GIVE UP

SUBSTANTIAL RIGHTS BY SIGNING IT, AND KNOWING THIS, I SIGN IT VOLUNTARILY. I AFFIRM THAT I AM OF MAJORITY AGE OR, IF I AM A MINOR, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARETN/GUARDIAN, AS EVIDENCED BY THEIR SIGNATURE BELOW:

Signature:

Print Name:

WARNING: BY SIGNING YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. **DO NOT SIGN WITHOUT READING THE ENTIRE AGREEMENT!** 

**PARENT OR GUARDIAN** (IF THE PARTICIPANT IS A MINOR): I REPRESENT THAT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT AND AM MAKING THIS AGREEMENT ON BEHALF OF MYSELF AND MY PARTICIPANT.

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