



# Ebb n Flo Maui, LLC

## MEMBER INFORMATION AND ACKNOWLEDGEMENT FORM

All Ebb n Flo Maui, LLC participants are required to complete this form. Participants under 18 years old must have a parent consent. The information on this form is considered confidential and will only be shared with the owner and coaches of Ebb n Flo Maui, LLC and other necessary professional staff.

Permission is granted for: \_\_\_\_\_  
(Name of Member) PLEASE PRINT

### PARTICIPANT INFORMATION:

Participant Full Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Participant's Date of Birth \_\_\_\_\_

Allergies, health conditions, or previous injuries: \_\_\_\_\_

Conditions requiring special consideration (medical/physical): \_\_\_\_\_

Do you require: (A) **Epipen** Yes  No  (B) **Inhaler** Yes  No  (C) **ANY MEDICATION CURRENTLY TAKEN:** (Type of medication and time of administration): \_\_\_\_\_

Primary contact name: \_\_\_\_\_

Relationship to participant: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Secondary contact name: \_\_\_\_\_

Relationship to participant: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_ Email Address \_\_\_\_\_

I hereby confirm that the above information is accurate to the best of my knowledge. I consent and authorize my child to participate in training and other events with Ebb n Flo Maui, LLC.

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

(PLEASE PRINT)

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

**Ebb N Flo Maui, LLC**  
**LIABILITY AGREEMENT AND WAIVER**

Participant's Name (printed) \_\_\_\_\_

Notice: This Agreement is a contract with legal consequences. Read it carefully before signing.

Due to our current times, all participants must understand and acknowledge the following COVID-19 guidelines.

All participants must conduct a self-assessment prior to arriving to class. If you answer yes to the following questions, you are not allowed in the gym until you show no symptoms and can answer no to all of the questions.

- In the last 24 hours up to now, do you feel ill?  
Did you have or currently have any of the following symptoms: body aches, headache, cough, fever, sore throat, runny nose, shortness of breath, loss of taste or smell?
- Does anyone in your household have any of the above symptoms?
- In the last 24 hours, did you take any medication due to the above symptoms?
- Have you or a household member been exposed to COVID-19 and currently required by the Department of Health or primary care physician to quarantine?

**In consideration of my (or my child's, hereafter referred to constructively as myself) participation in Martial Arts and Fitness classes held at Ebb N Flo Maui, LLC, 343 Hanamau St. Kahului, HI 96732. I hereby freely agree to make the following contractual representations and agreements:**

I agree that payment for participation in training will be paid prior to the start of class. Class dues can be paid online or in-person via PayPal, Venmo, or credit card. I understand that failure to make payment before training will result in a \$10.00 penalty fee in each occurrence for a missed payment. This includes drop-in, monthly, and package memberships. I understand that Ebb N Flo Maui, LLC and class instructors reserve the right to suspend my participation and membership until class dues or unpaid balance is paid in full.

I fully realize the dangers of participating in a sport of this type (Martial Arts) and voluntarily assume all the risks associated with such participation. I understand the risks include, by way of example, and not limitation, the following: accidents such as falls, equipment failure, other participants or instructors or guests, contact with various hard and soft floor or ground surfaces, other people, and/or over exertion could result in injuries including sprains, concussion, broken bones, torn muscles/tendons, dislocations, puncture wounds, psychological trauma, hospitalization, blindness, and death.

I agree that it is my sole responsibility to be familiar with the physical and mental demands associated with this sport (Martial Arts). With these demands in mind, I attest that I have no physical or mental condition, which to my knowledge, would endanger myself or others if I participate in this sport, or would interfere with my ability to safely participate in the sport. I also agree to abide by any and all established rules and regulations while engaged in this sport, and with the directions and precautions given by the facilitators. Shane Reed and Lyka Reed, Ebb N Flo Maui, LLC, their coaches, associates, the property owner(s), and any agents thereof, are facilitating this Martial Arts program (collectively referred to herein as the "facilitator(s)").

I understand that the facilitators have no duty to provide any extraordinary duties or safety measures in relation to this sport (Martial Arts) and that I must use reason and judgment in my undertakings hereunder. I consent to anyone providing emergency health or medical assistance if it is determined necessary at the facilitator's discretion, and consent to anyone contacting my emergency contact for notification.

I understand that the property and terrain on which this event shall take place contains both obvious and hidden dangers which I may not be made aware of by the facilitators. I understand that before engaging in this sport it is my duty and responsibility to make myself aware of any and all dangers related to the property or terrain to my satisfaction, and any dissatisfaction of such information will be manifest by my non-participation of this sport in any manner.

I understand that there may be video photography and/or still images being recorded at the gym and events held outside of gym property. I hereby release use of said images/video to the facilitators of this gym, with no expectation of compensation, monetary or otherwise.

I hereby release, waive, discharge, and covenant not to sue anyone acting as a facilitator, or any insurance of, gents of, servants of, or guests of the facilitators (collectively referred herein as the "Releasees") from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to me, my child(ren) or to my property while participating in any of the sports/activities contemplated by this Agreement, regardless of whether such damage, loss, or injury results from the negligence of the Releasees or from any other cause, including unknown conditions of the property or terrain. I also hereby release, waive, discharge and covenant not to sue the Releasees from any claims whatsoever on account of any first aid, treatment, or service rendered to me during my participation in the above activities.

I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, judgment awards or costs, including court costs and attorneys' fees that they may incur due to my participation in said activities or subrogation suits or claims, whether caused by the negligence of Releasees or otherwise.

I understand and acknowledge that participation in sports of this kind (Martial Arts) is unreasonably, unnecessarily, and inherently dangerous. Serious injuries, blindness and death may result from ordinary, general and future negligence, and such injuries/death are an inherent risk of the activities associated with participation.

I have carefully read this form and fully understand its contents. All information I have provided is true. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnity, and a contract between myself and the facilitators described herein, I sign it of my own free will.

I acknowledge that I have received, read, and acknowledge the consent and liability waiver form provided by Ebb N Flo Maui, LLC. My signature below signifies that I understand that it is my responsibility to abide by all guidelines and terms as outlined herein.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT OR GUARDIAN OR LIAISON OF SUCH, OF A MINOR:**

I, as parent or guardian or liaison of the above named minor, hereby give my permission for this child or ward to participate in the above named activity, and further agree, individually and on behalf of this child or ward, to the terms as outlined herein.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent / guardian / liaison Signature for participants under 18: \_\_\_\_\_