

# Via Potentia Class Application and Waiver

ALL INFORMATION WILL REMAIN CONFIDENTIAL

Office Use			
Attended	Pmt Rcvd	App Rcvd	Name

Check the box next to the class(es) you wish to attend:

Class	Date	Tuition Fee
VP: Adult/Family Self Defense Program	ongoing	\$180 / 3-month term
VP: Youth/Children's Self Defense Program	ongoing	\$180 / 3-month term
CPR		\$75
First Aid		\$75
Gun Safety		\$75
Free Self Defense Seminar		FREE
Other:		
Discount		
Total		

## Contact Information:

Name		Telephone	
Street Address		Birthdate	
City, State & ZIP		Gender	
E-Mail			
Emergency Contact		Telephone	

## Reason for taking the class:

If applying for the full self defense program, list any relevant background or related experience, and any injuries, illnesses or disabilities:

"I agree to the terms on the back of this page."

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

If the participant is a minor, all parents/guardians must also sign, indicating agreement to the terms of service and minor release.

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

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

We may ask to interview you before admitting you to our full self defense program. If we believe another program would be better for you, we will refer you thereto. We reserve the right to decline applicants. If we accept your application, but the class is full, we will hold your payment and place you on a waiting list. Additional attendees from the same immediate family get a 50% discount in tuition *to the self defense program*. However, we still need a separate application form for each person. Please provide payment in full with the application. Checks should be made out to Via Potentia. The application and payment may be mailed or hand delivered to Via Potentia, 608 NE Hwy 99W, McMinnville, OR 97128. Please see <http://www.viapotentia.org/> for more information, or send your questions to [director@viapotentia.org](mailto:director@viapotentia.org).

## TERMS OF SERVICE / Release & Waiver of Liability, Assumption of Risk

The applicant agrees to the following:

1. The techniques and principles taught are intended for personal enrichment, wellness, demonstration, competition and self defense only; they are never to be used in aggressive application against an innocent person.
2. Via Potentia does not provide professional medical, legal or psychological advice. If I have questions or needs requiring a professional medical, legal or psychological treatment, or any other issue that requires special licensing, I will refer them to the appropriate person.
3. I will not copy, redistribute or teach the class curriculum to others without written authorization from the Via Potentia organization.
4. I understand that my application and paid tuition reserves my spot in class, and that tuition is generally not refundable. However, *new* students who withdraw in writing from the *self defense* program within the first two weeks of training may receive a full tuition refund for the term, less the cost of any materials or equipment received. *Returning* students who withdraw in writing within the first two weeks may receive a half tuition refund for the term, less the cost of any materials or equipment received. Otherwise, tuition is generally not refundable.
5. If I fail to provide payment for services requested and provided -- if my payment is dishonored by the bank, stopped or otherwise reversed -- I agree to pay for all costs of collection, including court and legal fees, administrative time, travel, collection agency fees, etc.
6. Participation is at will, and may be suspended or terminated by either the student or the instructor at any time. Via Potentia may withhold training and specific techniques at its discretion, and advancement/certification is not guaranteed.
7. I understand that I *should* consult a doctor before beginning this (or any) exercise regimen.
8. I am in proper physical condition to participate in the class. I have listed all known medical and psychological conditions on my application. I have no injury, disease or other condition that places myself or others at risk of injury, illness or disease transmission.
9. I will communicate all hazards, illnesses, medical conditions and injuries to the instructor immediately. I will not come to class if I am ill, travel is unsafe, or I have an injury or condition of any kind that precludes safe participation or places others at risk.
10. Prior to participating in any class or activity, I (and if under 18, my parent/guardian) will inspect the facilities and equipment to be used, and if I (or my parent/guardian) believe anything is unsafe, will advise my instructor of such condition(s) and will refuse to participate.
11. I acknowledge and understand that (a) the program activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks") resulting in severe social and economic losses, (b) these risks may be caused by the negligence of Via Potentia, by my actions or inactions, by the actions or inactions of other participants, by the condition in which the activities take place, or by other circumstances, and (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks, including travel risks, and all responsibility for injuries, losses, costs, and damages I (or my minor child/ward) incur as a result of presence at or participating in the activities.
12. In the event of an injury, I authorize and request that the instructor or his assignees to provide 'First Aid' care, perform CPR or use an AED as necessary, and to acquire emergency medical care from the nearest hospital or similar facility on my behalf. I understand that First Aid, CPR, AED or medical care may be ineffective or unavailable. I accept responsibility for all costs and consequences related to any care I receive, and for provision of any desired accident or medical insurance.
13. I hereby covenant not to sue or press any charges against Via Potentia, all staff and owners thereof, the owners and staff of the program in which I am participating, and the owners and/or lessors of premises on which the activities take place, all of which are referred to as the "releasees." I release and discharge the releasees from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by any negligence of the releasees or otherwise, including but not limited to negligent rescue operations and negligent security. It is my intent that this agreement shall bind the members of my family, spouse, heirs, assigns, personal representatives and anyone claiming to act on my behalf. I further agree that if, despite this release and waiver of liability and assumption of risk, I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any may incur as the result of such claim.
14. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it voluntarily and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement is held to be invalid, the balance shall continue in full force and effect.

MINOR RELEASE: I understand and agree to the above for myself and on behalf of my child/ward. I, the minor's parent and/or legal guardian, understand the nature of the program activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise. I further agree that if, despite this release, waiver of liability, assumption of risk and indemnity agreement, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees, I will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.