

ELITE MARTIAL ARTS & FITNESS

GENERAL RELEASE and RESTRICTIVE COVENANTS

This instrument is executed this _____ day of _____, 20, _____
(Enter today's date.)

by _____,
(Print Releasor Name or Name of Parent or Guardian, if student is under 19 years of age.)

of _____, City of _____,
(Enter student's street address above.)

County of _____, Zip Code of _____, State of Illinois, herein called Releasor.

1. The Releasor, on behalf or himself/herself, his/her heirs, executors, administrators, and assigns, hereby fully releases and discharges Elite Martial Arts & Fitness (hereinafter "EMAF"), its owners and its instructional staff members, hereinafter called the "Releasees", their heirs, executors, administrators, successors and assigns from all rights, claims, and actions which Releasor may have after the signing of this agreement against the Releasees arising out of the participation of Releasor in the instruction, practice of Martial Arts and any associated physical activity required pursuant to such instructional or learning activities including any related supervised and/or unsupervised activities in which Releasor may be a participant while on or off the premises of Releasees.

2. This release is intended by the parties to release all claims for injuries, damages, or losses to Releasor or his/her person and property, whether known, unknown, foreseen, unforeseen, patent or latent, which Releasor may have against the Releasees. Releasor understands and acknowledges the significance and consequence of such specific intention to release all claims, and hereby assumes full responsibility for any injuries, damages, or losses that he/she may incur as a result of his/her participation in the above-mentioned activities.

3. Releasor further agrees to indemnify and hold harmless the Releasees from any claims or demands arising out of any injuries or losses incurred or suffered by Releasor, his/her heirs, executors, administrators, and assigns as a result of Releasor's participation in the above-mentioned activities.

4. Releasor further agrees that during the term of Releasor's association with EMAF and for a period of sixty (60) consecutive months immediately following the termination of Releasor's relationship with EMAF, for whatever reason, Releasor hereby covenants and agrees that he/she will not directly, or indirectly, either as a principal, agent, employee, employer, stockholder, partner, officer, director, or otherwise, enter into or engage in any operation or business which would or could be considered to be in direct or indirect competition with the business in which EMAF may be, at such time, involved. Said restrictive covenant shall apply to the following geographical area within a twenty-five (25) mile radius of an Elite Martial Arts & Fitness. In the event any court of competent jurisdiction shall find the above areas to be overly broad, then the geographical area shall be deemed to be a reasonable area taking into consideration those areas in which EMAF shall have actively pursued and/or obtained its clientele.

In addition, Releasor agrees for a period of sixty (60) months following termination of his/her relationship with EMAF not to solicit, or assist others in soliciting, the employment of any employee of EMAF who served in the employ of EMAF during Releasor's association with same.

Releasor/Parent or Guardian Signature 08/03
