

# Heisei Budo



COMBATIVES

## WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

*-PLEASE READ CAREFULLY-*

THIS IS A LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE; AND YOU ARE ASSUMING CERTAIN OBLIGATIONS, SUCH AS THE OBLIGATION TO INDEMNIFY. THIS RELEASE MAY BE USED AGAINST YOU IN A COURT OF LAW SHOULD YOU SUE ANY RELEASED PARTY OR PERSONS. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Please read carefully, fill in any and all blanks.

To: "Heisei Budo & Combatives", their instructors and staff, any seminar presenter, the facilities through which I receive my instruction through, and all related entities as defined above (individually and collectively known as the "Club") and all students and guests of the Club's classes, seminars, and private instruction (Individually and collectively known as the "Students")

IN CONSIDERATION OF the Club agreeing to teach combative arts to the undersigned student, and the Students training with the undersigned, the undersigned hereby:

Acknowledges that learning and practicing combative arts may involve activities like sparring whereby the undersigned may be in physical contact with others and therefore involves considerable physical risk;

Understands that injuries and death may result as a consequence of learning and practicing combative arts;

Acknowledges that the Club have recommended that the undersigned purchase personal insurance prior to learning or practicing combative arts with the Club and the Students of the Club;

Accepts full risk and responsibility for death or injury to the undersigned or damage to the property of the undersigned arising from acts undertaken by the undersigned in relation to the learning or practicing of combative arts;

Waives any rights whatsoever that the undersigned may have against the Club or the Students as a result of death or injury to the undersigned, or damage to the property of the undersigned arising from any acts undertaken by the undersigned in relation to the learning or practicing of combative arts;

Releases and forever discharges the Club and the Students from all actions, causes of action, suits, claims and demands whatsoever, that may arise from any acts undertaken by the undersigned in relation to the learning or practicing of combative arts;

Agrees to indemnify and hold harmless the Club and Students against all liability for death or injury to the undersigned or damage to the property of the undersigned arising from any acts undertaken by the undersigned in relation to the learning or practicing of combative arts;

Agrees to indemnify and hold harmless the Club and the Students and, as applicable, their respective owners, agents and employees from and against all costs and expenses incurred in connection with any medical or other emergencies conducted for or on behalf of the undersigned;

Agrees and understands that this document will be binding on the heirs, executors, administrators and assigns of the undersigned;

Confirms that he or she has sought independent legal advice prior to signing this document **or has decided not to seek such advice**;

Agrees to execute such further and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent hereof; and

Agrees that if any covenant or other provision hereof is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other provision contained herein, and this instrument will be construed as if such invalid, illegal or unenforceable provision had never been contained herein and all other provisions hereof will, nevertheless, remain in full force and effect and no covenant or provision will be deemed to be dependent upon any other covenant or provision unless so expressed herein.

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded in photos or on video without payment, any other compensation or consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I also understand that this material may be used in diverse settings within an unrestricted geographic area for promoting, publicizing or explaining the Club and its activities and for administrative or educational purposes. I acknowledge that the Club owns all rights to the images and recordings.

The undersigned acknowledges that he or she is 19 years of age or older and has read and understands the foregoing terms and conditions.

SIGNATURE: \_\_\_\_\_ Date: YY / MM / DD

NAME (Please Print): \_\_\_\_\_ D.O.B: YY / MM / DD

Street: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Emergency Contact (Name/Number): \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

Previous MA experience: \_\_\_\_\_



## Fee Structure

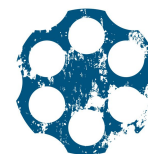
### Monthly:

- \$50 (Payable at the beginning of the month only)



### Drop-in:

- \$15 /class
- \$140 /10 Class drop-in card (\$14.00/class)



**\*\*10% off on monthly fees only for Military, LE, Security with valid ID**