

Billing and Payment

Customer knowingly and irrevocably authorizes *Leadership Development through Kohai Foundation* (LDK) to charge electronically Customer's bank account and/or credit card for all amounts due for Customer's, and anyone registering under Customer's, attendance and participation in the Event. Please note, you may see all or any portion of the following on your bank or credit card statement: "SQ Sun God Productions Agosq.com AB". Any returned payment will be assessed a \$25.00 fee. Any unsuccessful electronic transaction is subject to a \$10.00 processing fee. LDK is not responsible for any bank fees incurred by Customer. LDK has the sole right to resubmit returned or declined items (plus applicable fees) without prior notice. BILLING INQUIRIES – 403-615-6583 or by email to info@ldkfoundation.com.

Applicant Agreement

I represent that I am the parent or legal guardian of the person who will appear on the application. On their behalf, I acknowledge and agree to the statements, terms and conditions above, as well as any applicable terms and conditions for this registration (below), and that by accepting the Terms & Conditions, I am electronically accepting the document, which will have the same legal effect as the execution of the document by a written signature and shall be valid evidence of my intent and agreement to be bound.

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

For Students under the Age of Majority in the Province of Alberta

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

Every Parent/Guardian must read and understand this Waiver Prior to the Student participating in Martial Arts Activities.

The following Waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of the agreement are entered into by me on behalf of the undersigned Student (the "Student") with and for the benefit of the *Leadership Development through Kohai Foundation (LDK Foundation)*, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees.

Please review each item:

1. I am the Parent/Guardian of the student and am executing this waiver on behalf of the student in my capacity as Parent/Guardian and with the intent that this waiver be binding on me and the Student for all purposes.
2. "Martial Arts Activities" includes but is not limited to contact and non-contact martial arts activities, lessons, classes, training, use of facilities, programs and services provided to the Student by the Organization.
3. I am aware that there are inherent and significant dangers, hazards and risks ("Risks") associated with the participation in "Martial Arts Activities". I am aware that the Risks include but are not limited to injury from physical contact with other students, instructors or equipment, performing a skill incorrectly, or potentially dangerous obstacles, conditions or weapons on the floor or vicinity of the Martial Arts Activities. I understand that the Risks are relative to the Student's state of fitness or health (physical, mental and emotional), and to the awareness, care and skill with which the student conducts him or herself while participating in Martial Arts Activities.
4. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death property damage or loss resulting from the Student's participation in Martial Arts Activities. I agree that although the Organization has taken steps to reduce the Risks and increase the safety of the Martial Arts Activities, it is not possible for the Organization to make the Martial Arts Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to the Student in the Student's participation in Martial Arts Activities.
5. I acknowledge the Student's obligation to inform the nearest employee of the Organization if the Student feels pain, discomfort, fatigue or any other symptoms the Student may suffer during or immediately after his or her participation in Martial Arts Activities. I understand that the Student may stop participating at any time and has the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training, makes the Student uncomfortable or which the Student believes will be harmful to him or her.
6. In addition to consideration given to the Organization for the Student's participation in Martial Arts Activities, I and my heirs, next of kin, executors, administrators and assigns, as well as the Student's heirs, next of kin, executors, administrators and assigns, (collectively our "Legal Representatives") agree:
 - a) to waive all claims that I, the Student or our Legal Representatives have or may have in the future against the Organization; and
 - b) to release and forever discharge the Organization from all liability for all personal injury, death, property damage or loss resulting from the Student's participation in Martial Arts Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Organization.
7. I agree to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Student's participation in Martial Arts Activities.
8. I agree that this waiver and all terms contained within are governed by the laws of the Province or Territory in which the Student is participating in Martial Arts Activities. I hereby irrevocably submit to the jurisdiction of the courts of that Province or Territory.
9. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself, the Student and our Legal Representatives.