



**Leadership Development through Kohai Foundation (the “Organization”)
Billing & Payment | Applicant Agreement | Facility and/or Remote Training Waiver**

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 – 403-203-8710 or by email to info@ldkfoundation.com.

APPLICANT AGREEMENT

I represent that I am the person who will appear on the application. 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.

**WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY
PLEASE READ CAREFULLY BEFORE SIGNING.**

Completed waivers must be returned prior to entry and use of the Organization’s facilities. This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable.

By signing below, the Participant (named below) and/or the Participant’s Guardian understands and acknowledges, the risks, dangers, and hazards which are inherent on entering all lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the “Premises”), which risks include, but are not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; close proximity to or contact with surfaces, equipment, fixtures, or other objects that, despite the Organization’s efforts, may be infected with COVID-19 or other communicable illnesses; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; tripping hazards; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Organizer, its partners, sponsors, agents, affiliates, directors, employees, officers, therapists, or volunteers (together, the “Releasees”); or negligence or omission of the Releasees (collectively, the “Risks”).

Additionally, the Participant (named below) may be required to resume training remotely, or independently, outside of a sport-specific facility, owned, leased, operated, or otherwise controlled by the Organization (the “Remote Training”). It is the responsibility of the Participant or the Participant’s Guardian to ensure the suitability and safety of the Remote Training environment. This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable.

By signing below, the Participant or the Participant’s Guardian understands, acknowledges, and accepts full responsibility for the risks, dangers, and hazards which are inherent to Remote Training, including, but not limited to: the potential for bodily injury or illness (including contraction of COVID-19); close proximity to or contact with others who may have been exposed to or infected with COVID-19 or other communicable illnesses; close proximity to or contact with surfaces, equipment, fixtures, or other objects that may be infected with COVID-19 or other communicable illnesses; tripping hazards; loud-noises; equipment failure; dehydration; exhaustion; lacerations, bone fracture, bone breakage, soft-tissue damage, dislocations, tendon and/or ligament damage, sprains, spinal injuries, head or neck injuries, concussion, hearing damage, ocular damage, damage to teeth or dental work, or other bodily injury, disability (permanent or temporary), or death; despite the Organization’s efforts, inadequate safety measures; other circumstances, known or unknown or beyond the control of the Organization, its partners, sponsors, agents, affiliates, directors, employees, officers, therapists, or volunteers (together, the “Releasees”); or negligence or omission of the Releasees (collectively, the “Risks”).

In consideration for the access to the Organization’s training program, coaching and mentorship, the Participant and or the Participant’s Guardian: (a) releases, discharges and forever holds harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from entry into or use of the premises and/or of participation in or in connection with the Remote Training, including ensuring the suitability and safety of the Remote Training environment; (b) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, demands, damages or losses of any kind that may arise as a result of the Risks with entry into or use of the premises and/or of participation in or in connection with the Remote Training, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks, anything incidental to the Risks, which may arise as a result of or in connection with use of the premises and/or participation in or in connection with the Remote Training.

YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND THE RELEASEES.

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

Print Name: _____
the “Participant”

Date of Birth: _____
(mm/dd/yyyy)

Print Name: _____
the “Guardian” (if Participant is a minor)

Signature: _____
Participant or Guardian for minor

Date: _____
(mm/dd/yyyy)