

## WAIVER OF LIABILITY

In consideration of being permitted to engage in the following activity – Martial Arts (hereinafter referred to as the “Activity”) coordinated by Karate Do Shito-Kai Des Moines, LLC of 315 E 5<sup>th</sup> St. Des Moines, IA 50309 – I acknowledge and agree to, on my own behalf, and on behalf of my personal representatives, heirs, assigns, executors, administrators and next of kin, as follows:

1. I am aware and acknowledge that injury or death may result from my participating in the Activity and from the use of the premises and facilities where the Activity is located or it is to occur, or if the premises and facilities are not an applicable description, the general area where the Activity is to occur, and the use of any machinery, equipment, or apparatus located therein or thereon (collectively the “Activity Premises”).
2. Upon entering the Activity Premises, I will inspect the same and my observation and my engagement, participation and/or involvement in the Activity shall constitute an acknowledgement that I find and accept them to be safe and reasonably suited for their intended purpose.
3. I hereby release Karate Do Shito-Kai Des Moines, LLC of 315 E 5<sup>th</sup> St. Des Moines, IA 50309 and (collectively, the “Releasees”) from and against any and all liability for any loss, damage, injury, expense, demand or cause of action that I may suffer whether with respect to personal injury, death, damage to or destruction of property, theft or otherwise, which may arise as a result of my presence in, upon or about the Activity Premises or my use of the Activity Premises.
4. I will indemnify and hold harmless the Releasees, collectively and individually, from any and all losses, liabilities, damages, demands, costs, causes of action and expenses that they may incur, for any reason whatsoever, which may arise as a result of my participation in the Activity, and my presence in, upon or about the Activity Premises.

**I acknowledge that I have read this Waiver of Liability, and have been given reasonable opportunity to discuss with my legal counsel. Further, I acknowledge that I fully understand the terms of this Waiver of Liability and I have signed it freely and voluntarily without any inducement, assurance, guarantee or oral representation being made.**

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_