

Release and Waiver of Liability and Indemnity Agreement for Aikido Training Academy

(Read Carefully Before Signing)

Please print legibly or type.

NAME: _____ DOB: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE (H): (____) _____ PHONE (W): (____) _____

E-MAIL: _____

NAME OF PRESENT OR PAST DOJO: _____ RANK: _____

HEALTH/ MEDICAL CONDITIONS: If you have any health or medical conditions we should be aware of, please describe them here:

Emergency contact: _____ Phone: (____) _____

In consideration of being permitted to participate in any way in the Aikido Martial Arts Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the participant named below agree:

1. The participant understands that prior to participating in the below martial arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
 - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
 - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the martial arts facility used by the participant, including it owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of

them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee"...From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

For and in consideration of the permission of Aaron Boehmer/Aikido Training Academy, hereinafter called the Instructor, to use its facilities and of the execution by others of agreements similar hereto, the undersigned hereby agrees that while upon the premises of the Instructor or while using its facilities or equipment, whether with the Instructor or any other location for the purpose of practice or of demonstration, said premises, facilities, and equipment shall be occupied and used at the sole risk and responsibility of the undersigned, and the undersigned hereby releases the Instructor from any and all claims for personal injury, damage, or loss of any kind or description resulting from being thereon or from such use or from the acts of any persons thereon. The undersigned further agrees to indemnify and hold harmless the Instructor and each of its instructors, teachers, officers, directors, and members from or against any and all claims made or instituted against it or them arising out of the acts of the undersigned while upon the premises of the Instructor or while using any of its facilities or equipment, whether at the Instructors or any other location for the purpose of practice or demonstration, including injury or loss to the undersigned however caused and injury or loss caused by the undersigned to any other person. I certify by my signature that I have read and understand this agreement in its entirety and all of my questions regarding it have been fully answered. I understand that the Instructor documents activities and events involving classes and instruction. I give the Instructor permission to use any documentation, such as video taping, photography, or film, in which my image is taken in whatever way the Instructor wishes. I understand that the Instructor is the sole owner of this documentation.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Student Signature _____

Printed Name of Participant _____

Received by

Registrar Signature

Date _____