

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “**I**” or “**me**”) desires to participate in kendo activities, including but not limited to practices, programs, events, examinations, seminars, and camps (collectively, the “**Activities**”), and to enter the premises of the Hawaii Kendo Federation and its member clubs (the “**Premises**”). As lawful consideration for being permitted to engage in the Activities and/or to be on the Premises, I agree to all the terms and conditions set forth in this agreement (this “**Agreement**”).

1. I am aware that the risks of injury and illness, including but not limited to communicable diseases such as Methicillin-resistant Staphylococcus aureus, influenza, and COVID-19, from the Activities are significant. Such risks of injury and illness include without limitation potential serious illness, personal injury, permanent disability, death, and/or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of others, including the Releasees. I understand that while the Hawaii Kendo Federation and its member clubs have implemented preventative measures to reduce the spread of illnesses, the Hawaii Kendo Federation and its member clubs cannot guarantee that I will not become infected with illnesses while on the Premises and that being on the Premises may increase my risk of contracting illnesses. NOTWITHSTANDING THE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENGAGING IN THE ACTIVITIES AND/OR ENTERING THE PREMISES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, AND/OR LOSS TO PERSON OR PROPERTY ARISING FROM MY ENGAGING IN THE ACTIVITIES AND/OR BEING ON THE PREMISES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

2. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Hawaii Kendo Federation, its clubs, its teachers, its members, its officers, its directors, its officials, and its agents, other participants, and owners and lessors of premises used to conduct the Activities (“**Releasees**”) WITH RESPECT TO CLAIMS FOR ANY AND ALL PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (the “**Claims**”), to the fullest extent permitted by law. I covenant not to make or bring any such Claims against the Releasees and forever release and discharge the Releasees from liability for such Claims.

3. I will comply with all such orders, directives, and guidelines while on the Premises, including without limitation requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the Hawaii Kendo Federation and its member clubs while on the Premises. I agree not to enter the Premises if I am experiencing symptoms of illness (such as cough, shortness of breath, or fever), if I have a confirmed or suspected case of COVID-19, or if I have come in contact in the last 14 days with a person who has been confirmed or suspected of having COVID-19.

4. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or

provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Releasees and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Hawaii without giving effect to any choice or conflict of law provision or rule or any other jurisdiction.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

Signed: _____

Printed Name: _____

Date: _____

Address: _____

Email: _____

Phone: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this Agreement to my child/ward, including the risks of the Activities and entering the Premises, and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees. I for myself, my spouse, and child/ward do release and agree to defend, indemnify, and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in the Activities and/or entry of the Premises as provided above, EVEN IF ARISING FROM THE RELEASEES' NEGLIGENCE, to the fullest extent permitted by law.

Signed: _____

Printed Name: _____

Date: _____

Address: _____

Email: _____

Phone: _____