

## Waiver and Release

In consideration of being permitted to participate in any way in the martial art of kendo<sup>1</sup> and/or the martial art of iaido,<sup>2</sup> and/or being permitted to enter any area where admittance to the general public is prohibited, the participant below, and in the case of participants less than 18 years of age, the parent(s) or legal guardian(s) of the minor participant, agree as follows.

1. For all adult participants: Prior to participating in any kendo and/or iaido 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 shall immediately take all precautions to avoid the unsafe area, and immediately advise his or her sensei (instructor) of the condition, and REFUSE TO PARTICIPATE.

2. For all minor participants: The parent(s) or legal guardian(s) will instruct the minor participant that prior to participating in any kendo and/or iaido 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 shall immediately take all precautions to avoid the unsafe area, and immediately advise his or her sensei of the condition, and REFUSE TO PARTICIPATE.

3. I/We fully understand and acknowledge that:

- (a) There are risks and dangers associated with participation in kendo and/or iaido events and activities which could result in bodily injury, including but not limited to bruises, sprains, blisters, muscle injuries, cuts, broken bones, blindness, partial and/or total disability, paralysis and death (i.e., physical contact and use of bamboo or steel swords may result in injuries to the participants). There are also risks of contracting contagious illnesses stemming from COVID-19, influenza, or other communicable diseases.
- (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 sensei, participants, or others.
- (d) There may be other risks not known or not reasonably foreseeable at this time.

3. I/We accept and assume such risks and responsibility for the losses and/or damages following injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees name below.

4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Hawaii Kendo Federation, its sensei, its volunteers, and/or the facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the kendo and/or iaido event or program, and each of them, their directors, officers, agents employees (collectively, "Releasees") FROM ALL LIABILITY, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS ON ACCOUNT ANY INJURY OR DAMAGE ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OF IN PART BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

5. I/WE HEREBY acknowledge that THE ACTIVITIES AND EVENTS MAY BE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. THE UNDERSIGNED further expressly agrees that this release and waiver, and indemnity is intended to be as broad and inclusive as is permitted by the law in which the event is conducted and that if any portion is held invalid, the remainder shall continue in full legal force and effect.

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<sup>1</sup> Kendo is a Japanese martial art of fencing with bamboo swords, originally developed as a safe form of sword training for samurai (Japanese warriors).

<sup>2</sup> Iaido is a Japanese martial art of drawing, cutting, and re-sheathing a metal sword.

7. On behalf of the participant and individually, the undersigned parent(s) or legal guardian(s) for the minor participant executes this Waiver and Release. If despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasees for any money which they have paid to the participant, or on his behalf and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY, 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 EXTEND ALLOWED BY LAW.

DATED: \_\_\_\_\_

PRINT NAME OF PARTICIPANT:

PRINT NAME OF ADULT OR GUARDIAN  
(IF PARTICIPANT IS UNDER AGE 18):

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SIGNATURE OF ADULT PARTICIPANT:

SIGNATURE OF ADULT OR GUARDIAN  
(IF PARTICIPANT IS UNDER AGE 18)

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