

FREE SPIRIT KYOKUSHIN

Free Spirit Kyokushin LLC · Commonwealth of Virginia

LIABILITY WAIVER, RELEASE OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. IT AFFECTS YOUR LEGAL RIGHTS.

PARTICIPANT INFORMATION

Full Legal Name	Date of Birth (MM/DD/YYYY)
Street Address	City / State / ZIP
Primary Phone	Email Address
Emergency Contact Name	Emergency Contact Phone
Relationship to Participant / Age	How did you hear about the dojo?

In consideration of being permitted to observe, enroll in, and/or participate in classes, training, conditioning, seminars, demonstrations, testing, tournaments, off-site events, and any related activity (collectively, the "Activities") offered by Free Spirit Kyokushin LLC, its owners, instructors, employees, independent contractors, volunteers, members, agents, affiliates, landlords, and successors (collectively, the "Released Parties"), the undersigned participant, and if the participant is a minor, the undersigned parent or legal guardian (together, "I," "me," or "Participant"), agree as follows:

1. NATURE OF THE ACTIVITIES

Kyokushin karate is a full-contact striking art. Training may include kihon (basics), kata, kumite (sparring), knockdown fighting, body conditioning (including but not limited to makiwara, pad work, abdominal conditioning, and impact training), calisthenics, stretching, falling and rolling, self-defense applications, and physical fitness work. Contact may be light, moderate, or full-power depending on the session. Activities may occur at the dojo, outdoors, at other schools, or at competition venues. I understand that instructors and training partners will use their professional judgment, but that contact sports cannot be made risk-free.

2. ASSUMPTION OF RISK

I understand and voluntarily assume all risks associated with the Activities, whether known or unknown, foreseen or unforeseen, and whether caused in whole or in part by the ordinary negligence of the Released Parties or of other participants. Risks include, without limitation:

- Bruises, contusions, abrasions, lacerations, sprains, strains, fractures, dislocations, and dental injury;
- Head, neck, and spinal injury, concussion, and traumatic brain injury;
- Internal injury, organ damage, joint injury, and chronic or overuse conditions;
- Injury from punches, kicks, knees, elbows, throws, falls, collisions with persons or equipment, or contact with the floor;
- Heat illness, dehydration, cardiovascular events (including heart attack or stroke), and aggravation of pre-existing conditions;
- Transmission of communicable illness; and
- Permanent disability, paralysis, or death.

I accept that Kyokushin training is intended to be demanding. I choose to participate with full knowledge of these risks. I assume full responsibility for any injury, loss, or damage to my person or property arising out of the Activities, including travel to and from the Activities and any first-aid or emergency response provided by the Released Parties.

3. FITNESS, HEALTH & CONDUCT

I represent that I am, or the minor Participant is, in suitable physical and mental condition to take part in full-contact martial arts training. I will disclose to the instructor any injury, illness, disability, medication, or medical condition that could affect safe participation (including but not limited to heart conditions, seizures, concussions, joint instability, pregnancy, or recent surgery). I will not train while under the influence of alcohol, illegal drugs, or any substance that impairs judgment or reaction. I will follow all dojo rules, instructor commands, and safety instructions. I understand that Free Spirit Kyokushin LLC may refuse, suspend, or terminate participation at any time for safety, conduct, or other reasons, without refund if termination is for cause.

4. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA, I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Released Parties from any and all claims, demands, causes of action, damages, losses, and liabilities of every kind, whether known or unknown, arising out of or related to the Activities, including claims for bodily injury, death, or property damage, whether caused by the ordinary negligence of the Released Parties or otherwise. This release does not apply to claims arising

from the Released Parties' gross negligence or willful or wanton misconduct, to the extent such claims cannot lawfully be waived. This release is binding on me, my spouse, heirs, executors, administrators, assigns, and next of kin.

5. INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to my (or the minor Participant's) participation in the Activities, my breach of this Agreement, or injury or damage I cause to any other person or to property.

6. MEDICAL AUTHORIZATION

If I am injured or become ill and I am unable to consent, I authorize the Released Parties to obtain emergency medical care. I understand that the Released Parties are not obligated to provide medical care and are not medical professionals. I accept full financial responsibility for any medical treatment, transport, or related costs. I acknowledge that I am responsible for maintaining my own health insurance and that Free Spirit Kyokushin LLC does not provide personal accident or health insurance covering participants.

7. PHOTOGRAPH, VIDEO & LIKENESS

I grant Free Spirit Kyokushin LLC a royalty-free, perpetual, worldwide license to photograph and record me (and the minor Participant) during the Activities and to use such images, video, and audio for dojo promotion, instruction, websites, social media, and print, in a respectful manner consistent with the values of Kyokushin. I waive any right to inspect or approve the finished product and any claim to compensation. I may withdraw future promotional use by written notice; withdrawal will not require removal of materials already published.

8. USE OF TECHNIQUES

I understand that the techniques taught are for self-defense, personal development, and legitimate sporting competition. I agree not to use Kyokushin techniques to unlawfully injure or intimidate any person. I will remain a law-abiding person and will treat fellow students, instructors, and the public with respect consistent with the spirit of Kyokushin ("Osu").

9. GOVERNING LAW, VENUE & SEVERABILITY

This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to conflict-of-law rules. Exclusive venue for any dispute shall lie in the state courts of the Commonwealth of Virginia, or the U.S. District Court for the Eastern District of Virginia. If any provision is held unenforceable, the remaining provisions shall continue in full force. This Agreement is the entire agreement on its subject and may be modified only in a writing signed by an authorized representative of Free Spirit Kyokushin LLC. I have had the opportunity to consult independent legal counsel before signing.

10. ACKNOWLEDGMENT

I HAVE READ THIS AGREEMENT IN FULL. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR ORDINARY NEGLIGENCE. I SIGN IT FREELY AND VOLUNTARILY, WITHOUT INDUCEMENT OTHER THAN THE OPPORTUNITY TO PARTICIPATE IN THE ACTIVITIES. THIS AGREEMENT REMAINS IN EFFECT FOR ALL CURRENT AND FUTURE PARTICIPATION UNLESS SUPERSEDED IN WRITING.

ADULT PARTICIPANT (18 YEARS OR OLDER)

Participant Signature

Printed Name

Date

PARENT / LEGAL GUARDIAN — REQUIRED IF PARTICIPANT IS UNDER 18

I am the parent or legal guardian of the minor named above. I have read and understand this Agreement. On behalf of the minor and myself, I consent to the minor's participation, I make the same representations, and I agree to all terms, including the assumption of risk, release, waiver, indemnity, medical authorization, and likeness grant. I further agree to indemnify the Released Parties for any claim brought by or on behalf of the minor.

Parent / Guardian Signature

Printed Name

Date

Relationship to Minor

Minor's Printed Name

This form is provided as a practical template for Free Spirit Kyokushin LLC. It is not legal advice. Enforceability of liability waivers varies and depends on the facts and on Virginia law. Have a licensed Virginia attorney review this document before relying on it.