

Capital Area Budokai



Waiver and Release of Liability Agreement

"I, _____, (Hereinafter, "the Participant") in consideration of my enrollment and training as a student of the CAPITAL AREA BUDOKAI, INC. (Hereinafter "the Corporation"), a school of traditional Japanese martial arts (Hereinafter "the activity") incorporated in the COMMONWEALTH OF VIRGINIA execute this waiver and release of liability and indemnity agreement (Hereinafter "the release"), and hereby:

1. Acknowledge and fully understand that I will engage in an activity that might result in serious injury, including permanent injury and death, and severe social or economic losses due not only to my own actions, inactions, or negligence, but also to the action, inaction, or negligence of others, to include the conditions of the rules of the activities taught by the corporation, or of any equipment used;
2. Acknowledge, assert, and represent that I am qualified, in good health, and proper physical condition to participate in strenuous physical exertion as required by the activity, and further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity;
3. Hereby affirm that I willingly and knowingly assume that risk and assume responsibility for the damages following such injury, permanent disability, or death. I further acknowledge that there may be other risks, including social and economic losses not known to me nor reasonably foreseeable at this time; and fully accept and assume all such risks and responsibilities for any losses, costs, and damages that result;
4. Hereby release, discharge, and covenant not to sue the listed parties below (hereinafter "the Releasees") from all liability, claims, demands, losses, or damages on account of injury either on or off the legal premises of the corporation, including travel to and from any corporation-sanctioned tournament, practice, or clinic, caused or alleged to be caused in whole or in part by the negligence of the Releasees to the fullest extent allowed by law;
 - The Corporation, its officers, instructors, directors, instructors, shareholders, or students;
 - The All United States Kendo Federation or any of its subordinate regional Federations or bodies;
 - The United States Naginata Federation or any of its subordinate regional Federations or bodies;
 - The American Kyudo Renmei or any of its subordinate state or regional federations or associations;
 - The International Batto-do Federation or any of its subordinate or affiliated organizations or associations in the United States.
5. Further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes any claim against any Releasee, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney's fees, loss liability, damage, or costs which might be incurred as a result of said claim;
6. I agree to participate knowing the risk and conditions involved and do so entirely of my own free will. I further affirm that I am at least 18 years of age, or if I am under 18 years of age, I have obtained the required consent of my parent/guardians evidenced by their signatures below;
7. I have read the above warning, waiver, and release, and acknowledge that I voluntarily waive substantial rights by signing the Release, and have signed it freely without any inducement, assurance, representation, or coercion, intending it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PRINTED NAME OF PARTICIPANT: _____

SIGNATURE OF PARTICIPANT: _____ / _____
Date

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(For Parents/Guardians of participants younger than 18 years of age): This is to certify that I, as parent/guardian with legal responsibility for the participant understand the nature of the activities, the minor's experience and capabilities, and believe the minor to be qualified, in good health, and in suitable physical condition to participate in the activity. I hereby do consent and agree to, as provided above, all the releases for myself, my heirs, and next of kin, to release, discharge, covenant not to sue, and further indemnify and hold harmless the releasees from any and all liabilities incident to my minor's involvement or participation in the activities, even if arising from negligence, to the fullest extent permitted by law. I have instructed my minor participant as to the above warnings and their consequences.

PARENT'S SIGNATURE _____ / _____
(Date)

COUNTER-SIGNATURE _____
(Officer or Director)