

Waiver of Liability for use of Kinokawa Facilities & Equipment

The undersigned attests and expressly understands that the dojo, facilities and equipment of Kinokawa may represent inherent risks, including, but not limited to: the risks of property damage; bodily injury; temporary or permanent physical disability; and, rarely, death. The undersigned attests that they have been informed of a legal doctrine known as "assumption of the risk" and the undersigned both acknowledges the existence of and expressly assumes any and all risks inherent in the use of the dojo, facilities and equipment of Kinokawa and consents to exercise ordinary care and make reasonable and appropriate use of Kinokawa's dojos, facilities and equipment.

The undersigned further states that he or she expressly agrees to release from any and all liability and to hold harmless Michael Wirth and Kinokawa and any club or dojo affiliated with Kinokawa or any students, members, instructors, employees and agents thereof for personal damage or loss of any kind including but not limited to claims for personal injury or property damage resulting from accident or any negligent act or omission of the above mentioned persons or organizations and arising out of the use of the dojo, facilities and equipment of Kinokawa and Michael Wirth or Kinokawa's affiliates either on its premises.

The undersigned agrees to indemnify and to hold harmless Kinokawa, its Officers, Agents, Employees, and Servants and Michael Wirth, from all responsibility, liability, and costs including attorney's fees for any injury, damage, expense or loss to any person or property caused by or arising from the use of the dojo, facilities and equipment of Kinokawa.

The undersigned agrees to procure premises liability insurance sufficient to cover any and all damages or injuries that may arise from use of said the dojo, facilities and equipment of Kinokawa; or, in the alternative, certifies by its signature below that it already has insurance sufficient to cover such damage or injury.

In the event a claim would be made by any third party, the undersigned individually, and/or as agent of any organization as herein named, agrees to fully cooperate with Kinokawa, and Michael Wirth, and their insurance carriers and any other person or organization designed by Kinokawa and Michael Wirth to investigate and/or defend such claims, and to provide such information as shall reasonably be necessary and/or required.

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 UN-CONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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PARTICIPANT ORGANIZATION

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

\_\_\_\_\_  
DULY AUTHORIZED AGENT OF PARTICIPANT ORGANIZATION

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