

## WAIVER FOR MINORS — AIKIDO STUDENTS

The undersigned attests that he/she is both aware of and has been advised of, and has personally observed, that there are risks inherent in practicing any martial art and in particular, the martial art of Aikido, including but not limited to: the risks of 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 the risks inherent in the martial art of Aikido and consents to practice the martial art of Aikido at Kinokowa's dojos and facilities.

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 Aikido training sessions or instructions, or participation in classes, activities, seminars or demonstrations, or resulting from the use of equipment or facilities of Michael Wirth or Kinokawa or its affiliates either on its premises or elsewhere.

In consideration of being permitted to participate in any way in Aikido at Kinokawa and/or being permitted to enter for any purpose the practice and demonstration space (here defined as the mat and those areas designated for the practice of Aikido), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the Minor participant that prior to participating in any Kinokawa class, activity, seminar or event, he or she should inspect the facilities and equipment to be used, and the activity being instructed or demonstrated and that if he or she believes anything is un-safe, the Minor participant should advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We hereby 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 Aikido training sessions or instructions, or participation in classes, activities, seminars or demonstrations, or resulting from the use of equipment or facilities of Michael Wirth or Kinokawa or its affiliates either on its premises or elsewhere.
3. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against Michael Wirth and Kinokawa and any club or dojo affiliated with Kinokawa or any students, members, instructors, employees and agents thereof, the parents(s) and/or legal guardian(s) will reimburse Michael Wirth and Kinokawa and any club or dojo affiliated with Kinokawa or any students, members, instructors, employees and agents thereof, 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, 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.

\_\_\_\_\_  
PARTICIPANT MINOR (print name clearly)

\_\_\_\_\_  
PARENT/GUARDIAN OF PARTICIPANT (print name clearly)

\_\_\_\_\_  
PARENT/GUARDIAN OF PARTICIPANT (signature)

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