



Agreement, Waiver and Release from Liability

Voluntary Participation

I (participant's name) _____, acknowledge that I have voluntarily chosen to participate in a program of Martial Arts Instruction and activities with the Riverside Karate Alumni Foundation. I acknowledge that in connection with this program I will have the opportunity to participate in activities sponsored and organized by the Riverside Karate Alumni Foundation (herein after referred to as "RKAF") at other locations which may be affiliated with but are not owned, managed, maintained, or controlled by the RKAF, tournaments and competitions, demonstrations, and instruction programs and seminars at other facilities. Transportation to and from such events may be provided and/or organized by the RKAF. In the event that I elect to participate in any such outside events or activities, my participation is completely voluntary and my participation in any such event of activity is in no way required as a condition for participation in any regular or special program, event or activity nor is it required for continued participation in the regular programs and activities offered by the RKAF.

Assumption of Risk

I am aware that martial arts and the other programs, events and activities described above are hazardous activities and that I am assuming all risks of doing so. I am voluntarily participating in these activities with knowledge of risk and danger involved, and I hereby agree to accept any and all risks of injury or death, and verify this statement. Furthermore, I recognize that participation in the program involves activities and risks incidental thereto, including but not limited to, travel to and from competitions, seminars, practices, classes, limited availability of medical assistance, and the possible reckless conduct of other participants. I am voluntarily participating in the program with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death. In consideration of my participation in the program and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless RKAF and its officers, directors, employees, agents, volunteers, instructors, members, other participants, affiliated clubs and organizations, insurers, lessors and representatives from and against all claims arising out of or resulting from my participation in the program. "Claim" as used in this agreement means any financial loss, suit, action, damage, or expense, including but not limited to attorney's fees, lost wages, loss of future earnings, worker's compensation, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, I hereby voluntarily hold harmless RKAF and its officers, directors, employees, agents, volunteers, instructors, members, other participants, affiliated clubs and organizations, insurers, lessors and representatives from any and all claims, both present and future, that may be made by me, my assigns, estate, heirs, spouse, parents, guardians, insurers or legal representatives.

Release

As consideration for being permitted by the RKAF and any of its affiliated instructors or organizations, to participate in these activities and use their facilities:

I agree that all exercises and use of the facilities and or equipment of RKAF and/or any affiliated clubs or organizations are undertaken by me at my sole risk and that RKAF and its officers, directors, employees, agents, volunteers, instructors and assigns, other participants and affiliated clubs and organizations shall not be liable for any claims for injuries and or damages whatsoever to my person or property, including claims or liability based upon negligence, arising out of, relating to or in any way connected with my participation in the martial arts programs, events and activities described above, however such injuries and/or damages are caused. This Release applies whenever and wherever such injuries and or damages occur, including but not limited to the premises of the RKAF and any facility designated for the use of class and seminar locations and while traveling to or from any of the programs, events, tournaments and competitions and activities described herein. I agree to indemnify and hold the Riverside Karate Alumni Foundation and their officers, directors, employees, agents, volunteers, instructors, members, other participants, affiliated clubs and organizations, insurers, lessors and representatives, harmless from all such claims by or liability to me for any such injuries and/or damages to my person and or property.

I hereby further agree that I, my assigns, estate, heirs, spouse, parents, guardians, insurers and legal representatives will not make a claim against, sue nor attach the property of the Riverside Karate Alumni Foundation, or any of their officers, directors, employees, agents, volunteers, instructors, members, other participants, affiliated clubs and organizations, insurers, lessors and representatives, or the supplier of any equipment I will use in these activities, including martial arts weapons of any kind, for any such claim or liability described above. I hereby release the RKAF and its officers, directors, employees, agents, volunteers, instructors, members, other participants, affiliated clubs and organizations, insurers, lessors and representatives from all

actions, claims, or demands that I, assigns, estate, heirs, spouse, parents, guardians, insurers and legal representatives now have or may hereafter have based upon claims or liability for injuries or damages to my person or property as described herein.

Photo Release

I hereby grant RKAF permission to use my or my son/daughter/wards likeness in a photograph, photographs or video recordings in any and all of its publications, including on-line entries and promotional materials, without payment or any other consideration. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph, photographs or video recordings. I understand and agree that these materials will become the property of RKAF.

Prices, Terms & Conditions

All prices, terms, and conditions are subject to change upon notification to executor of this agreement. Acceptable forms of notification include but are not limited to: posting changes to website, posting changes in facility, United States postal mail, electronic mail, or Short Message Service (SMS) messaging. I hereby further agree that:

- Instruction fees are due on the first day of each month;
- All instruction fees paid are non-refundable and non-transferable after the first day of the month for which fees are paid or after participants class attendance;
- No refunds or credit will be provided for missed or cancelled classes;
- Check payments shall be made payable to "Riverside Karate Alumni Foundation";
- A \$25.00 fee will be collected for non-sufficient funds on any check written to "Riverside Karate Alumni Foundation"; and
- Class schedule and location are subject to change upon notification by communication methods described above.
- Testing, competitions, seminars, etc. are at an additional cost to participant.
- Discounts cannot be combined with other offers. Only one discount may apply to responsible billing party.

I further acknowledge that RKAF reserves the right to refuse service to participants or others exhibiting reckless conduct or behavior.

Knowing and Voluntary Executions

BY SIGNING THIS AGREEMENT, WAIVER AND RELEASE FROM LIABILITY, THE UNDERSIGNED DOES HEREBY ACKNOWLEDGE AND WARRANT THAT:

I am 18 years of age and this Agreement, Waiver and Release from Liability was read carefully in its entirety and its contents fully understood. I further agree this is a release of liability and a contract between myself and RKAF and/or their affiliated clubs and organizations and I sign it of my own free will.

Participant's Signature

Date

Participants Name Printed

PARENT/GUARDIAN

IF THE PARTICIPANT IS UNDER THE AGE OF 18, A PARENT OR GUARDIAN MUST SIGN AN ACKNOWLEDGEMENT OF RISK AND HOLD HARMLESS AGREEMENT

I, _____, parent or legal guardian of

_____, have read the above Agreement, Waiver and Release from Liability and agree to its terms on behalf of my son/daughter/ward.

Parent or Guardian Signature

Date

Print Name