

WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE

This Waiver and Release of Liability and Agreement to Participate is entered into on this month of _____, day of _____, 20_____, by and between the FUGAGUKAI LLC D.B.A. KARL GEIS RYU JUDO AND AIKIDO, and _____ (Name of participant). IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS BELOW, PARTICIPANTS TO THIS AGREEMENT HERETO AGREE AS FOLLOW:

For and in consideration of being admitted to the FUGAGUKAI LLC D.B.A. KARL GEIS RYU JUDO AND AIKIDO to participate in martial arts activities offered by said school, Student/Participant hereby agrees:

1. Student/Participant understands the nature of the types of martial arts offered by FUGAGUKAI LLC D.B.A. KARL GEIS RYU JUDO AND AIKIDO and deems himself/herself physically and mentally qualified to participate in said activities which include Aikido, Judo and Jyodo.

2. Student/Participant fully understands that he/she will be engaging in a contact sport that might result in serious injury, illness or disease, including permanent disability or death, and severe social and economic losses due not only to his/her own actions, inactions or negligence, but also to the actions, inactions, or negligence of others, the rules of the sports of Judo, Aikido, Jyodo, practices, clinics, and related events and activities, or conditions of the premises or of any equipment used. Further, he/she acknowledges that there may be other risks not known to him/her or not reasonably foreseeable at this time.

3. Student/Participant knowing the risks involved in the sports of Judo, Aikido, Jyodo, practices, clinics, and related events and activities, or conditions of the premises or of any equipment used, he/she assumes all such risks and accept personal responsibility for the damages following such injury, illness, disease, permanent disability, or death.

4. Student/participant fully understands that he/she hereby releases, waives, discharges and covenants not to sue FUGAGUKAI LLC D.B.A. KARL GEIS RYU JUDO AND AIKIDO, and any individual member, non-member, employee or instructor of the FUGAGUKAI LLC D.B.A. KARL GEIS RYU JUDO AND AIKIDO, including its LLC members or non-members, together with their affiliated clubs, their respective administrators, directors, officers, agents, coaches, and other employees or volunteers of the organization, event officials, medical personnel, other participants, their parents, legal guardians, supervisors and coaches, sponsoring agencies, sponsors, advertisers, and if applicable, owners, lessors, and lessees of premises used in conducting the event, all of whom are hereinafter referred to as "Releasees", from any and all litigation expenses, attorney fees, loss, liability, damage or costs on account of injury, illness, disease, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligent acts or omissions of the Releasees or otherwise to the fullest extent permitted by law.

____ Initial(s) - FUGAGUKAI LLC D.B.A. KARL GEIS RYU JUDO AND AIKIDO WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE

5. Student/participant has been advised by the FUGAGUKAI LLC D.B.A. KARL GEIS RYU JUDO AND AIKIDO LLC members to seek independent counsel prior to affixing his/her signature to this WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE if he/she has any doubts, misgivings, uncertainty, or misunderstanding of its full substance, content, and import. By executing this document, he/she hereby acknowledges that he/she fully comprehends and agrees to the entirety of its provisions contained herein.

Further, he/she acknowledges that there may be other risks not known to him/her including, but not limited to, the aggravation or worsening of any prior pre-existing injury or injuries of the student/participant that are not reasonably foreseeable at this time.

6. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

7. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

STUDENT/PARTICIPANT HAS READ THE ABOVE WARNING, WAIVER, AND RELEASE, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND KNOWING THIS, SIGNS IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. HE/SHE AGREES TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DOES SO ENTIRELY OF HIS/HER OWN FREE WILL. HE/SHE AFFIRMS THAT HE/SHE IS AT LEAST 18 YEARS OF AGE, OR, IF HE/SHE IS UNDER 18 YEARS OF AGE, HAVE OBTAINED THE REQUIRED CONSENT OF HIS/HER PARENT/LEGAL GUARDIAN AS EVIDENCED BY THEIR SIGNATURE BELOW. STUDENT/PARTICIPANT INTENDS THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREES THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

Student's/ Participant's Signature

Signature Date

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation including litigation expenses, attorney fees, loss, liability, damage or costs which may incur as the result of the minor child's participation in these programs as provided above, even if arising from their negligence, to the fullest extent permitted by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

____ Initial(s) - FUGAGUKAI LLC D.B.A. KARL GEIS RYU JUDO AND AIKIDO WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE

Parent/Legal Guardian Parent/Legal Guardian's Signature Date

Parent/Legal Guardian of Participants of Minority Age (under age 18 at time of registration) Signature Date

Member, FUGAGUKAI LLC D.B.A. KARL GEIS RYU JUDO AND AIKIDO Signature Date

____ Initial(s) - FUGAGUKAI LLC D.B.A. KARL GEIS RYU JUDO AND AIKIDO WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE