

EAGLE ROCK AIKIDO LLC
WAIVER, RELEASE, AND INDEMNITY AGREEMENT
(Read carefully before signing)

EAGLE ROCK AIKIDO LLC (the “Dojo”) offers classes, instruction and training in the martial art Aikido, sponsors workshops, seminars and exams, and hosts or may host other related activities (whether in the Dojo or outside the Dojo), incidental thereto (together, “Aikido Activities”). Aikido Activities involve, among other things, observing, sitting, stretching, twisting, rolling, falling, striking, grabbing, throwing, pinning, kicking, weapons training, and many other potentially dangerous or injurious activities, whether as a participant or spectator, and whether or not under the supervision or instruction of Brandon Cole, the Dojo’s instructors, visiting instructors, principals, employees, attorneys or agents (together, the “Affiliates”) or co-participants, which may result in personal injury, property damage or death.

For and in consideration of the Dojo permitting you to participate in or observe Aikido Activities, and whether or not under the supervision or instruction of the Dojo, any Affiliates or co-participants (but except for willful injury), you, the participant or the parent(s) and/or legal guardian(s) of the participant named below, and on behalf of your heirs, executors and administrators, hereby voluntarily, knowingly and expressly agree to the following:

1. I UNDERSTAND THERE ARE RISKS AND DANGERS ASSOCIATED WITH PARTICIPATION IN AIKIDO ACTIVITIES which could result in bodily injury, partial disability, total disability, paralysis and death. I understand there may be unknown risks not reasonably foreseeable at this time that may contribute to injury or harm, such as pre-existing medical conditions. I understand these risks and dangers may be caused by the action, inaction or negligence of myself or the action, inaction or negligence of others, including, but not limited to, the Releasees named in section 5 of this agreement. I understand the social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
2. I ACCEPT AND ASSUME THE RISKS AND RESPONSIBILITY OF PARTICIPATING IN AIKIDO ACTIVITIES for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
3. I HAVE A RIGHT TO CEASE TRAINING IMMEDIATELY if I feel unsafe or believe myself to be in danger of injury. I will notify the instructor immediately of any conditions I believe to be unsafe.
4. I ACKNOWLEDGE THAT AIKIDO ACTIVITIES ARE INHERENTLY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I acknowledge that injuries I may receive may be compounded or increased as the result of rescue operations or procedures undertaken in good faith to treat my condition.
5. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Dojo, including its students, instructors, owners, managers, and facility used to conduct the martial arts training, herein referred to as “Releasees” from all liability to the undersigned, personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to injury to myself or damage to my property.
6. If any term or provision of this Waiver, Release and Indemnity Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and provisions hereof shall not in any way be affected or impaired thereby.

7. I AGREE TO EXECUTE THIS WAIVER AND RELEASE. If, despite the release, I choose to make a claim against any of the Releasees, I will forfeit any money paid to the Releasees and Releasees reserve the right to terminate any existing obligations.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS WAIVER, RELEASE, AND INDEMNITY AGREEMENT AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF ALL THE POTENTIAL DANGERS AND RISKS INHERENT IN AIKIDO ACTIVITIES (WHETHER OR NOT UNDER THE SUPERVISION AND INSTRUCTION OF THE DOJO, ANY AFFILIATES OR CO-PARTICIPANTS), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF ENTERING INTO THIS WAIVER, RELEASE, AND INDEMNITY AGREEMENT, AND VOLUNTARILY FOREVER ASSUME ALL RISKS, AND WAIVE, RELEASE, AND INDEMNIFY THE DOJO, ITS AFFILIATES AND COPARTICIPANTS FROM ANY AND ALL CLAIMS AS SET FORTH ABOVE.

_____ FULL PRINTED NAME SIGNATURE DATE

I am a minor (under 18 years old). The signature below is my parent or legal guardian.

If a minor, signature of Parent or Legal Guardian acknowledging and agreeing to all of the foregoing for and on behalf of minor, minor’s heirs, executors and administrators.

_____ FULL PRINTED NAME PARENT/GUARDIAN SIGNATURE DATE

RELATIONSHIP TO MINOR

FULL ADDRESS

EMAIL

EMERGENCY CONTACT INFO (Name and phone#)

Received by

_____ FULL PRINTED NAME REGISTRAR SIGNATURE DATE