ADULT

RELEASE FROM LIABILITY, WAIVER OF ALL CLAIMS AND INDEMNITY AGREEMENT

(Adult)

WARNING - BY SIGNING THIS AGREEMENT, YOU ARE WAIVING ALL RIGHT TO SUE BUTOKUDEN, INC. DBA "BUTOKUDEN MARTIAL ARTS TRAINING CENTER", E-BOGU.COM, INC., DOJO17 LLC (hereinafter "BUTOKUDEN"), ITS DIRECTORS, OFFICERS, INSTRUCTORS, VOLUNTEERS, COACHES, MEMBERS, AGENTS, AFFILIATES, GUESTS AND/OR ANY RELATED PARTY THERETO (COLLECTIVELY AND INDIVIDUALLY "RELEASEES") FOR INJURIES, INCLUDING DEATH, AND DAMAGES THAT YOU MAY SUFFER WHILE A STUDENT AT BUTOKUDEN. NOTE THAT THIS RELEASES ALL CLAIMS AGAINST THE RELEASEES WHICH MAY RESULT EVEN FROM THEIR OWN NEGLIGENCE.

The release contained in this Agreement is intended to discharge the Releasees, in advance, from and against all liability of any kind whatsoever arising out of or connection in any way with my participation in the Activity, even though that liability may arise out of the active or passive negligence or carelessness on the part of any of the Releasees and from hidden, latent or obvious defects in the equipment, facilities, instructions, or supervision (or lack thereof) associated in any way with the Activity.

I, _____, am or will become a student, an instructor or a member at BUTOKUDEN.

I acknowledge that I have voluntarily applied to participate in martial arts training and/or fitness training, to obtain instructions, to practice with instructors and other students and to use the facilities and equipment of BUTOKUDEN and to travel to and participate in tournaments, competitions, shows, demonstrations, rank promotion exams and similar actions (collectively "Activity").

In consideration of BUTOKUDEN accepting my application and membership fee, and in consideration of permission to participate in the Activity, I, for myself, my heirs, successors, personal representatives and assigns ("Releasors"), hereby release, waive, discharge and covenant not to sue the Releasees, from any liability arising from all claims, causes of action, injuries, damage or cost of expenses that any Releasor may have against the Releasees due to any cause whatsoever, including, without limitation, any action or omission to act, whether caused by the active, passive, or gross negligence of the Releasees, any and all risks associated with my participation in the Activity whether described herein or not and/or any negligence on the part of the Releasees. This release includes any injuries, including death, I and all Releasors may suffer due to my participation in tournaments conducted at other locations (whether or not sponsored or organized by BUTOKUDEN) including travel to and from said tournament.

I am aware that the Activity is hazardous due to many factors, including but not limited to, the physical nature of the Activity and the use of weapons. I am voluntarily participating in and assume the risk inherent in the Activity with knowledge of the dangers involved, accept all risks of injury, including death, and damage to me and to any of my personal property.

I understand that serious accidents, including death, occasionally occur during the Activity and all risks cannot be eliminated. I recognize and accept all risks in participating in the Activity and the possibility of personal injury, death, property damage or loss resulting therefrom, including, but not limited to, injury resulting from physical exertion or movement, bare hand sparring, any physical strike or contact with a shinai (bamboo sword), bokken (wooden sword), or other equipment used in martial arts, any physical contact with any opponent, including any instructor, member, other student, guest or any party related to BUTOKUDEN, and all physical, mental or emotional stress and stress-induced injuries of any kind whatsoever resulting from the Activity.

I represent and warrant BUTOKUDEN that I am in good physical and mental condition and I know of no reason why my participation in the Activity will expose me to danger or damages resulting from my physical or mental condition. I will always advise the instructors of BUTOKUDEN should I hereafter suffer from any physical or mental impairment which could affect my participation in the Activity or increase the danger of sustaining any injury therefrom. BUTOKUDEN has no duty to investigate my physical condition or suitability to participate in any Activity at any time.

I do hereby consent that any pictures or videos furnished by me or any pictures or videos taken of me in connection with BUTOKUDEN can be used for publicity or promotion. And, I waive compensation in regard thereto.

I indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or costs, including attorneys fees, they may incur due to my participation in the Activity whether caused by the negligence of the Releasees or otherwise.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding that, continue in full legal force and effect.

I acknowledge that, this is the entire agreement between the undersigned and BUTOKUDEN. Except as expressly set forth herein, no representations of any kind or character have been made to me by any of the Releasees to induce the execution of this Agreement.

I HAVE CAREFULLY READ THIS RELEASE, HAVE BEEN GIVEN THE OPPORTUNITY TO CONSIDER SIGNING IT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF ALL LIABILITY THAT ANY OF THE RELEASEES MAY HAVE TO ANY RELEASOR. I AM SIGNING THIS VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND.

IN WITNESS WHEREOF, I have executed this Agreement on the day and year below written.

Executed on _____, at _____, California.

_____
Name of Applicant/Student

_____
Signature of Applicant/Student

Declaration of Witness

I certify that this Agreement was executed in my presence and that the Applicant stated that the Applicant had read and fully understood the meaning and consequences of the foregoing Agreement.

Executed on _____, at _____, California.

Signature: _____

Name: _____

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