CHILD UNDER 18 YEARS OF AGE

RELEASE FROM LIABILITY, WAIVER OF ALL CLAIMS AND INDEMNITY AGREEMENT

(Child, under 18 years of age)

WARNING - BY SIGNING THIS AGREEMENT, YOU ARE WAIVING ALL RIGHT TO SUE BUTOKUDEN, INC. DBA "BUTOKUDEN MARTIAL ARTS TRAINING CENTER" (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 AND YOUR CHILD MAY SUFFER WHILE YOUR CHILD IS 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 child's 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, 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 the mother/father/guardian of _____ ("my child") who is or will become a student at BUTOKUDEN. As the mother/father/guardian, I am authorized to give consent for my child's participation as a student at BUTOKUDEN and execute this release on behalf of my child. I represent that my consent is legally sufficient and that no consent from any other person is required by law or by any agreement in which I am a party.

I acknowledge that I have voluntarily allowed my child to participate in martial arts and/or fitness training to obtain instructions, therein 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 child's application and membership fee, and in consideration of permission to participate in the Activity, I, for myself, my child, my and my child's parents, heirs, successors, personal representatives and assigns ("Releasors"), do 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 child's 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, my child and all Releasors may suffer due to my child's 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 allowing my child to participate in and assume the risk inherent in the Activity with knowledge of the dangers involved, accept all risks of injury, including death, to my child and myself, and damage to me and to my child and to any of my or my child's 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 allowing my child to participate 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 to BUTOKUDEN that my child is in good physical and mental condition and I know of no reason why my child's participation in the Activity will expose my child to danger or damages resulting from my child's physical or mental condition. I will always advise the instructors of BUTOKUDEN should my child hereafter suffer from any physical or mental impairment which could affect my or my child's participation in the Activity or increase the danger of sustaining any injury therefrom. BUTOKUDEN has no duty to investigate my or my child's 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 or my child 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 or my child's 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 herein expressly set forth, 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

_____
Signature of Applicant's Parent/Guardian

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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