

WARNING!

WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE

I, (print name) _____, in consideration for being permitted to participate in any way including but not limited to: travel to and from; guided exercise or physical training; any martial arts or judo practice, clinic, or tournament; or any related events and activities (collectively, "Activities") of Obukan Judo Dojo, Inc. and its agents, successors, assigns, and instructors, and volunteers, and United States Judo Federation, Inc., USA Judo/United States Judo, Inc., United States Judo Association, Inc., Northwest Judo Yudanshakai, Inc. (collectively, the "Club") and its customers, clients, and members (collectively, the "Members"), agree to this binding liability release, waiver, discharge, covenant not to sue, acknowledgment, and assumption of risk (collectively, the "Release") in favor of the Club and its Members.

1. I fully recognize there are dangers and risks to which I will be exposed by joining and participating in the activities of Obukan Judo Dojo, Inc. including but not limited to the martial art of judo and any other related fitness or exercise activity (collectively, the "Judo Program") offered by the Club. The Judo Program involves dangerous activities including but not limited to: strenuous physical activity, complex physical movements under load, joint-locks and manipulation, restriction of blood flow to the brain, and extensive forceful and high-impact physical contact with other persons and the ground. I further acknowledge that by participating in the Judo Program, I will be in close physical proximity to, use, or be assisted by other persons, items, and equipment recently used by other persons, and may be at risk of exposure to and illness from infectious diseases including but not limited to: MRSA, influenza, COVID 19, and other blood borne or respiratory diseases. The Club cannot completely mitigate the transfer of communicable diseases like COVID-19 especially when involved in the Activities.

2. By training at the Club, I fully acknowledge that I am assuming the risk of serious and permanent bodily injury, illness, disease, mental distress, and harm by participating in dangerous activities including but not limited to: joint locks, high-impact throws, chokes, strikes, intense physical training, complex movements under load, and other similarly dangerous activities. **The seriousness of harm that I may suffer could result in permanent disability, death, or severe economic losses** due not only to my own actions, inactions, or negligence, but also to the actions, inactions, or negligence of others, the rules of the sport, the condition of the premises, or of any equipment used. I also acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time. I agree to comply with the stated and customary terms and conditions for participation regarding protection from infectious diseases.

3. I acknowledge that prior to participating, I will inspect my body and health, the mats, equipment, facilities, the competition pools or divisions, and the elimination or scoring system to be used, and if I believe anything is unsafe or beyond my capability, or if I observe any unusual or significant hazard, I will immediately advise my coach, supervisor, trainer, instructor, and/or a tournament official of such conditions and **refuse to participate.**

4. I fully understand the risks involved. I am voluntarily joining the Club. And, I am willing to participate and represent that I am qualified to participate in dangerous fitness and exercise programs and martial arts activities. I assume all risks mentioned in this release, risks not specifically mentioned herein, and accept personal responsibility for the damages or harm to me following such injury, illness, disease, permanent disability, death, or economic loss.

5. I hereby release, waive, discharge, and covenant not to sue the Club and the Members, the Club's administrators, directors, officers, or volunteers of the Club, event officials, medical personnel, other participants including their parents, legal guardians, supervisors and coaches, sponsoring agencies, sponsors, advertisers, and if applicable, owners, lessors, and lessees of premises used in conducting events or activities, all of whom are hereinafter referred to as "Releasees," from any and all claims, litigation expenses, attorney fees, loss, liability, damages or costs on account of injury, illness, disease, including but not limited to 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.

I HAVE READ THE ABOVE WARNING, WAIVER, AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND KNOWING THIS, SIGN IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENT/LEGAL GUARDIAN AS EVIDENCED BY THEIR SIGNATURE BELOW. I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

I have read the entire Release, I fully understand it and I agree to be legally bound by it.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.

Participant

Participant's Signature

Date

FOR PARENTS/LEGAL GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

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.

Parent/Legal Guardian

Parent/Legal Guardian's Signature

Date