



**AGREEMENT, WAIVER AND RELEASE FROM LIABILITY
(All United States Kendo Federation) - California**

1. **Voluntary Participation.** I, _____, acknowledge that I have
(print name)
voluntarily applied, or have voluntarily allowed my child _____ to apply, to
(print child's name)
participate in kendo instruction and training at a dojo, club or federation which is affiliated with the All United States Kendo Federation (hereinafter, any and all affiliated dojo, clubs, federations are referred to as "AUSKF").

2. **Assumption of Risk.** I AM AWARE THAT PARTICIPATION IN KENDO, AS IN ANY SPORT OR PHYSICAL ACTIVITY, IS A HAZARDOUS ACTIVITY AND MAY RESULT IN PHYSICAL INJURY, EXPOSURE TO ILLNESS (E.G. MRSA, INFLUENZA, COVID-19, ETC.), DAMAGE TO PROPERTY, AND, IN RARE INSTANCES, EVEN DEATH. I AM VOLUNTARILY PARTICIPATING, OR ALLOWING MY CHILD TO PARTICIPATE, IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DAMAGE, AND/OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE. _____(initials).

IN ADDITION, I WILLING AGREE TO COMPLY WITH ANY STATED AND CUSTOMARY TERMS AND CONDITIONS FOR PARTICIPATION. IF I OBSERVE ANY SIGNIFICANT HAZARD DURING MY PRESENCE OR PARTICIPATION, I WILL REMOVE MYSELF FROM PARTICIPATION AND IMMEDIATELY NOTIFY THE NEAREST OFFICIAL. I VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE. _____(initials).

3. **Waiver and Release.** As consideration for being permitted by AUSKF to participate in these activities and use related facilities, I (for myself and my child if participant is a minor) hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attack the property of AUSKF on account of injury, damage, or death resulting from the negligence, or other acts or omissions (both known and unknown), however caused, by any employee, agent, or contractor of AUSKF ("AUSKF Agents") as a result of my, or my child's, participation in kendo. I (for myself and my child if participant is a minor) hereby knowingly and voluntarily waive and release AUSKF and AUSKF Agents from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, damage or death resulting from my, or my child's, participation in kendo.

This release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. I EXPRESSLY WAIVE ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

4. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN UNCONDITIONAL RELEASE OF LIABILITY AND A CONTRACT BETWEEN AUSKF AND ME AND SIGN IT OF MY OWN FREE WILL.

Executed on [date] _____ at [city] _____, [state] _____.

Signature of participant or, if participant is a minor,
signature of participant's parent or guardian

Print name

DECLARATION OF WITNESS

I certify that _____ [above participant/parent of participant] acknowledged in my presence that he/she read and fully understood the meaning and consequences of the above release, and signed it in my presence.

Executed on [date] _____ at [city] _____, [state] _____.

Signature of witness

Print name