

FUDOKAN, LLC. A Kendo and Iaido School

PARTICIPANT RELEASE AND WAIVER

ASSUMPTION OF INJURY RISKS AND LIABILITY WAIVER

There is a risk of injuries, both serious and minor, associated with participation in the activities of **FUDOKAN, LLC.** and using the facilities and equipment thereof, including leased premises and classes at Sidwell Friends Lower School, 5100 Edgemoor Ln, Bethesda MD. The risks include, but are not limited to: injury to the head, neck, or spine; injury to the muscular or skeletal systems; injury to internal or external organs; loss of or damage to sight, hearing, or teeth; death; illness/death due to exposure to infections including, but not limited to COVID-19 or any related variant; long or short-term disability; loss of income, career opportunities, or the enjoyment of life.

IT IS THE RESPONSIBILITY OF EACH INDIVIDUAL PARTICIPANT to know his or her own general state of health and well-being, and therefore to be able to certify knowledgeable that he or she is physically fit to participate in the activities **FUDOKAN, LLC.** and use the facilities and equipment thereof, including leased premises.

IT IS ALSO THE RESPONSIBILITY OF EACH INDIVIDUAL PARTICIPANT to have health insurance coverage sufficient to provide for medical or dental services and/or equipment required to treat any injury, minor or catastrophic, sustained or incurred as a result of participating in the activities of **FUDOKAN, LLC.** and using the facilities and equipment thereof.

THEREFORE, AS A PRECONDITION TO PARTICIPATION, each participant shall read the agreement set forth below in order to make an educated choice to participate or not participate. Your signature will signify your recognition of the possible health risks involved and your informed consent to them.

AGREEMENT

I (your name or name of parent/legal guardian)_____ (in case of minor) the parent/legal guardian of (child’s name)_____ have read the above ASSUMPTION OF INJURY RISKS and understand its contents. I acknowledge the risk of injury that may result from participation in the activities lead by **FUDOKAN, LLC.** and using the facilities and equipment thereof and am willing to and hereby do voluntarily assume all risks of harm associated with my participation.

I certify that to the best of my knowledge, I am physically fit and able to participate in the activities of **FUDOKAN, LLC.** and use the facilities and equipment thereof, that I am in good health, and that I am unaware of any medical condition which might make my participation inadvisable. (initials) X _____

I am aware that participating in the activities of **FUDOKAN, LLC.** and using the facilities and equipment thereof may expose me to a risk of injury, minor or serious, including those listed above in ASSUMPTION OF INJURY RISKS. I accept and assume all risks, known or unknown, listed or unlisted, that may result from my voluntary participation in the activities of **FUDOKAN, LLC.** and using the facilities and equipment thereof, regardless of the cause of the injury. (initials) X _____

I acknowledge my responsibility to acquire health insurance coverage sufficient to provide for all medical or dental services and/or equipment required to treat any injury, minor or catastrophic, related to my participation in the activities of **FUDOKAN, LLC.** and use of the facilities and equipment thereof, AND HEREBY CERTIFY that on the date noted below, I have such insurance coverage in effect. (initials) X_____

In consideration of FUDOKAN, LLC.'s permitting me to participate, I knowingly and intentionally give up any legal right that I, my heirs, or legal representatives have or may have against FUDOKAN, LLC., its owners, principals, officers, agents, employees, lessors or insurers (the "Releasees"), from any action, claim, or demand that I, my heirs, or my legal representatives have or may have for any and all personal injuries I may suffer or sustain, regardless of cause or fault, as a result of my voluntary participation in the activities related thereto. (initials) X _____

I knowingly intend my signature on this Agreement to be a complete defense to any legal proceeding that may be brought by anyone on their own or on my behalf for any injury I may suffer or sustain as a result of voluntarily participating in the activities of FUDOKAN, LLC., and/or using the facilities and equipment thereof, including leased premises, and further intend this Agreement to be a complete and total release of liability for all negligent acts, failures to act, or breaches of duty owed to me, which result in my personal injury or death as a result of my voluntary participation. (initials) X _____

I certify that I am 18 years of age or older, that I am legally competent and capable of executing this Agreement on my own behalf, that I have read the foregoing and have made a conscious decision to sign it of my own free will.

SIGNATURE _____ DATE _____

PRINTED NAME _____

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITIES, THE ABOVE DESCRIBED RISKS AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNITY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PARENT/GUARDIAN SIGNATURE (if participant is under the age of 18):

SIGNATURE _____ DATE _____

PRINTED NAME _____

Release and Waiver of Liability

The undersigned, referred to as Participant, in participating in the activities of **FUDOKAN, LLC.** at Sidwell Friends Lower School, 5100 Edgemoor Ln, Bethesda MD and using the facilities thereof, does so at the Participant’s own risk. Participant hereby voluntarily consents to the risks inherent in contact with the activities performed at Sidwell Friends Lower School, 5100 Edgemoor Ln, Bethesda MD, the risks of which are known, apparent and reasonably foreseeable. Sidwell Friends Lower School, 5100 Edgemoor Ln, Bethesda MD shall not be liable for any damages arising from personal injuries sustained by Participant in the activities of FUDOKAN, LLC.. Participant expressly assumes the full risk of personal injury and responsibility for any and all injuries or damages that may occur to Participant in the activities of FUDOKAN, LLC.. Participant and Participant’s heirs, executors and administrators fully and forever releases, waives and discharges Sidwell Friends Lower School, 5100 Edgemoor Ln, Bethesda MD and its board, directors, officers, employees and agents, from any and all claims, including but not limited to, claims of negligence, liabilities, including, but not limited to, strict liability in tort, losses, demands, damages, expenses, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of Participant’s participation in the activities of FUDOKAN, LLC.

Neither party may assign this agreement. No modification or amendment of this agreement shall be effective unless it is in writing signed by both parties hereto. Participant warrants and represents that he/she is authorized to sign this Release and Waiver of Liability.

Sidwell Friends Lower School, 5100 Edgemoor Ln, Bethesda MD shall not be responsible for or liable for any articles lost, stolen or damaged in or about its facility.

I have read, understood and agree to the terms and conditions of this release and waiver of liability.

Signature (parent/guardian if under 18)

Date

Contact information:

Name: _____

Phone: _____

Email: _____

Address: _____