

LIABILITY WAIVER & INFORMED CONSENT

With respect to my participation in the program at Seattle Shotokan Sankukai LLC [hereafter Seattle Shotokan], managed by Mr. Takeshi Kitagawa, I understand that there may be health risks associated with activities requiring physical exertion including but not limited to transient dizziness, fainting, nausea, muscle cramping, musculoskeletal injury, sprains and strains, heart attack, stroke, or death.

I certify that I and/or my child(ren) can perform physical exercise and acknowledge that I and/or my child(ren) voluntarily participate in exercise activities offered by Seattle Shotokan, and are using equipment with knowledge of the dangers involved. I, as the student or parent/legal guardian of the student, agree that I and/or my child(ren) engage in any physical exercise or activity, and use any Seattle Shotokan amenity on the premises or off premises including any sponsored event, entirely at my and/or my child(ren)'s own risk.

I, as the student or parent/legal guardian of the student, agree that I am and/or my child(ren) are voluntarily participating in these activities and use of Seattle Shotokan's facilities and premises and assume all risks of injury, illness, or death. Seattle Shotokan is also not responsible for any loss of personal property.

I understand that I, as the student or parent/legal guardian of the student, will be fully responsible for complying with any restrictions prescribed for me and/or my child(ren) by a personal physician. If I and/or my child(ren) experience dizziness, fainting, nausea, muscle cramping or any other symptoms while exercising, I and/or my child(ren) should discontinue the activity, notify the instructor, and consult a physician.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of, your and/or your child(ren)'s use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training, or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) our instruction, training, or supervision, and (d) your slipping and/or falling while in the premise, including adjacent sidewalks and parking areas.

In consideration for being allowed to participate in the program, I, as the student or parent/legal guardian of the student, hereby agree to assume all risk of such exercise, and further agree to hold harmless Seattle Shotokan, Mr. Takeshi Kitagawa, and his respective directors, officers, employees, agents, contractors, and sponsors; and, other participants from any and all claims, suits, losses, or related causes of action for damages, including but not limited to, such claims, that may result from any injury or death, accidental or otherwise, during, or arising in any way from Seattle Shotokan.

In assuming full responsibility for the risk of injuries, damages, or losses that may occur to you and/or your child in, on, or outside the facilities, you hereby fully and forever release and discharge Seattle Shotokan, its respective subsidiaries, affiliates, directors, employees, agents, successors, and assignees, from any and all claims, demands, damages, rights of action, or cause

Initials: _____

of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of your and/or your child(ren)'s use or intended use of the said facilities and equipment thereof, including but not limited to any claim for negligence alleged against Seattle Shotokan, its respective subsidiaries, affiliates, directors, employees, agents, successors, and assignees.

This informed Consent and Release of Liability shall be binding upon my heirs, spouse, or other next of kin, executor, administrators and assignees.

I know of no medical reason that would prevent me and/or my child(ren) from participating safely in the programs at Seattle Shotokan. I hereby assume the risk of injury to me and/or my child(ren) and hereby release, discharge and indemnify the Seattle Shotokan and those associated with it from any and all claims for injury or damages arising from my and/or my child(ren)'s participation in the program.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

I HAVE CAREFULLY READ, FULLY UNDERSTAND, AND HAVE RECEIVED A COPY OF "SEATTLE SHOTOKAN SANKUKAI FAQs AND POLICIES" AND HEREBY AGREE TO FOLLOW THE PROCEDURES AS OUTLINED:

Name of Student (Print): _____ Date: _____

Signature: _____

Signature of parent if student is a minor: _____

Name of parent (Print): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.