

Utsusemi Aikikai, LLC d/b/a Houston Aikido
DISCLAIMER, RELEASE, AND INDEMNITY AGREEMENT

DISCLAIMER: Utsusemi Aikikai, LLC d/b/a Houston Aikido, its owners, officers, directors, customers, employees, instructors, independent contractors, volunteers, members, and all other representatives (collectively "Utsusemi") are not liable or responsible for any injury, loss, or damage of any kind related to, arising from, or in any way connected with my participation in martial arts instruction, training, and all related activities (collectively "Martial Arts") whether: (1) caused by the negligence of Utsusemi or others; or (2) provided at 16511 Diana Lane, Houston, Texas 77062, or anywhere else.

IF THE PARTICIPANT IS A LEGAL MINOR: The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in Martial Arts, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, or if he or she believes any activity would be **UNSAFE** to participate in, that the participant should immediately advise the instructor of such condition and **REFUSE TO PARTICIPATE** further.

ASSUMPTION OF RISK: In consideration for my participation in Martial Arts, I acknowledge that I am aware of the possible risks and dangers and hazards associated with my or the legal minor's participation in Martial Arts, including the possible risk of severe or fatal injury to myself, the legal minor, and others. These risks include but are not limited to: (1) the possibility of bodily injury (e.g., broken bones, dental damage, internal injuries, soft tissue damage) from physical contact, stretching, rolling, falling down, or being knocked down, thrown or punched, (2) risks associated with the use of weapons such as knives, swords, guns, clubs and staffs, whether wooden or real; (3) risks associated with Martial Arts such as personal touching and contact, and exposure to bodily fluids, including blood; (4) the possibility of real or personal property damage or theft; (5) risks associated with any form of transportation to and from Martial Arts. Knowing these risks, I assume full responsibility for any and all risks associated with my participation or the legal minor's participation in Martial Arts, whether caused by Utsusemi's negligence or otherwise.

INDEMNIFICATION AND RELEASE OF LIABILITY: In consideration for Utsusemi permitting me to voluntarily participate in Martial Arts, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** associated with, related to, or arising out of my participation or the legal minor's participation in Martial Arts, including those risks caused by the negligence of Utsusemi or otherwise;
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE** sustained because of my participation or the legal minor's participation in Martial Arts, including injury, loss, or damage caused by the negligence of Utsusemi or otherwise;
3. **TO RELEASE, WAIVE, AND FOREVER DISCHARGE** Utsusemi from any and all liability, claims, demands, actions, rights of action, or damages of any kind related to, arising from, or in any way connected with my participation or the legal minor's participation in Martial Arts, whether caused by the negligence of Utsusemi or otherwise;
4. **TO DEFEND, HOLD HARMLESS AND INDEMNIFY** Utsusemi:

- a. From any and all liability for any damage or injury to the person or property of any third party resulting from my participation or the legal minor's participation in Martial Arts, including liability related to the negligence of Utsusemi or otherwise; and
- b. From any and all claims, demands, actions, rights of action, or damages of any kind related to, arising from, or in any way connected with my participation or the legal minor's participation in Martial Arts, including those arising from the negligence of Utsusemi or otherwise.
- c. From any and all claims, demands, actions, rights of action, or damages brought by or on behalf of the minor participant.

ACKNOWLEDGEMENT AND CONSENT TO MEDICAL TREATMENT: If a medical emergency occurs during my participation or the legal minor's participation in Martial Arts, I consent and authorize Utsusemi to: (1) preform emergency medical and/or dental care and treatment necessary to preserve my or the legal minor's health; and (2) take measures, such as contacting emergency medical services and arranging for transportation to the nearest medical facility. No guarantees have been made as to the effect of such examinations or treatment. I am responsible for and will DEFEND, IDEMNIFY AND HOLD HARMLESS Utsusemi for all charges arising from any care or the legal minor's care or treatment rendered during any medical emergency.

PHOTO/VIDEO/MODEL RELEASE: I grant Utsusemi the unconditional right to publish, display, and/or reproduce in any manner whatever photographic pictures, audio, and video clips of myself and/or the legal minor, either alone, or in conjunction with any other photographic, artistic, or written material for any lawful purpose whatsoever. I hereby waive any right that I may have to inspect or approve the finished photographs, audio, or video, or any alterations, or the manner in which they are used. I understand that Utsusemi will not provide compensation for using these photographs, audio, and/or video clips.

ACKNOWLEDGEMENTS: I agree this Disclaimer, Release, and Indemnity Agreement is intended to be as broad and inclusive as permitted by Texas law. I certify that I am physically sound and not suffering from any medical or emotional condition that would interfere with my participation in Martial Arts. I further certify that I am at least 18 years of age. I am not required to participate in any activity I perceive, suspect or fear to be beyond my capacity to safely perform without injury to myself or others. I understand and acknowledge there is no obligation or requirement of any kind to consume alcohol or ingest any food or supplement to participate in Martial Arts. **If the participant is a minor under the age of 18**, I certify that I am the legal parent or legal guardian of the participant, and legally empowered to enter into this agreement on his or her behalf. I certify that the legal minor is physically sound and not suffering from any medical or emotional condition that would interfere with his or her participation in Martial Arts. I have instructed the legal minor that he or she is not required to participate in any activity that he or she perceives, suspects, or fears to be beyond his or her capacity to safely perform without injury to his or her self or others.

I have read this Disclaimer, Release, and Indemnity Agreement and have signed it voluntarily and intend my online signature to be a complete and unconditional release of liability, to the greatest extent allowed by law, by me and my assigns, heirs, next of kin, and personal representatives. I am not relying upon promises, conditions, inducements or other

consideration not expressly stated in this Agreement. **I WAIVE AND DISCLAIM any claims I was fraudulently induced to enter into this Agreement.**

SEVERABILITY: If any part of this Disclaimer, Release, and Indemnity Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

AGREED AND ACCEPT BY MY SIGNATURE

I agree to the terms of this for myself as a participant. **If the participant is a minor under the age of 18**, I hereby attest that I consent to the legal minor's participation in Martial Arts and agree to these terms for myself and on behalf of the legal minor.

Participant's Printed Name: _____

Date of Birth: _____ Age: _____

Signature: _____

Today's Date: _____

If Participant is under the age of 18, complete the following:

I (printed name) _____, am the parent or legal guardian of the above identified minor participant. I hereby consent to participant's participation in Martial Arts and agree to these terms for myself and on behalf of the minor participant.

Signature: _____

Today's Date: _____ Telephone: _____