

# Evergreen Kendo Club

## Participation Agreement and Release of Liabilities

Date: \_\_\_\_\_

Name of **Applicant**: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Birthdate: \_\_\_\_\_ 17 or under: \_\_\_\_\_ Gender: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relation to Applicant: \_\_\_\_\_

Phone Number 1: \_\_\_\_\_ Phone Number 2: \_\_\_\_\_

In consideration of participating in activities at Evergreen Kendo Club (**Evergreen Kendo**), a Washington nonprofit corporation, I (Applicant and parent or legal guardian of Applicant if minor) agree to the following conditions:

- Evergreen Kendo Authority.** The Kendo Board of Directors, in accordance with the bylaws of **Evergreen Kendo**, has discretion to change Applicant's standing as a member at any time.
- Rules and Policies.** I will comply with all rules and policies of **Evergreen Kendo**, Pacific Northwest Kendo Federation (**PNKF**), and All United States Kendo Federation (**AUSKF**), as well as existing rules and policies of facilities at which **Evergreen Kendo** activities are held. I acknowledge rules and policies may change from time to time without notice, and it is my responsibility to learn and comply all with the rules and policies.
- Payment of Dues and Fees.** I will pay all dues on a timely basis, including dues owed to **Evergreen Kendo**, PNKF, and AUSKF. Club dues are considered delinquent one week past the due date. I will also promptly pay any fees necessary for Applicant to participate in any tournaments, promotional examinations, seminars, or other events in which Applicant seeks to participate.
- Assumption of Risks.** Although **Evergreen Kendo** strives to provide safe environment for kendo practices and events, I understand that accidents and injuries can still happen. Kendo, iaido, and jodo are martial arts, and the I understand that there are inherent risks and dangers involved in participating in kendo, iaido, and jodo. I acknowledge those risks include, but not limited to, minor and serious personal injuries of blisters, bruises, muscle strain, joint injuries, paralysis, brain damage, concussion, loss of vision, loss of limb function, permanent scarring and disability, and even death. I knowingly and willingly assume all these risks every time Applicant participates in any **Evergreen Kendo** practice and other Kendo Event. Applicant will only participate in those **Evergreen Kendo** practices and other Kendo Events for which I believe Applicant is fit enough to participate. The term **Kendo Event** means: (a) any kendo, iaido, or jodo practice, promotional examination, seminar, demonstration, tournament, or other event of **Evergreen Kendo**, any other PNKF member dojo, any AUSKF affiliated dojo, or any dojo of any kendo federation organization that is a member of the International Kendo Federation (FIK), which includes the member dojos and regional federations (if any) of the Canadian Kendo Federation and the Hawaii Kendo Federation; (b) any kendo, iaido, or jodo practice, promotional examination, seminar, demonstration, tournament, or other event of PNKF, AUSKF, any regional federation that is a member of AUSKF, FIK, or any national

federation or association that is a member of FIK; (c) any other **Evergreen Kendo** social event or gathering.

5. **Medical Consent.** I grant **Evergreen Kendo** and its members to call 911 for emergency medical aid or to take Applicant to a physician or hospital for medical treatment or both, if **Evergreen Kendo** or any of its instructors believe Applicant sustained an injury, or otherwise requires medical treatment. I give full consent to any physician or emergency aid responder to administer drugs and perform any medical treatment that the physician or responder determines appropriate for the relief of pain or to preserve Applicant's life or health. I assume all responsibility for all medical, rescue, transportation, and other expenses incurred on Applicant's behalf. I will fully and immediately reimburse **Evergreen Kendo** for any of those expenses that **Evergreen Kendo** chooses to advance, in its sole discretion. **Evergreen Kendo** has no obligation to advance any expenses on Applicant's behalf.
6. **Parental Supervision.** If Applicant is a minor, I (parent or legal guardian of Applicant) acknowledge and agree to stay, and not leave the premise for the entire duration of the **Evergreen Kendo** practices and other Kendo Events to supervise Applicant's safety and behaviors as well as to assist Applicant's learnings and well beings. While **Evergreen Kendo** desires to promote a safe learning environment, I agree it is my sole responsibility to (a) educate myself of symptoms of various possible injuries, including but not limited to concussion, head injury, joint and muscle injury; (b) be observant of Applicant during Kendo Events for possible injuries; (c) take immediate and appropriate action when deemed necessary; and (d) supervise general well-being of Applicant.
7. **Waiver and Release of Claims.**
  - 7.1 **Definitions.** (a) The term **Claims** means all claims, damages, fees (including attorneys' fees), costs, expenses, and other liabilities, whether known or unknown, and whether existing now or arising in the future. (b) The term **Kendo Releasees** means the **Evergreen Kendo Releasees**, PNKF Releasees, AUSKF Releasees, and Facility Releasees. The term **Evergreen Kendo Releasees** means **Evergreen Kendo** and its former, current, and future directors, officers, employees, volunteers, judges, agents, instructors, and members. The term **PNKF Releasees** means PNKF and its former, current, and future directors, officers, employees, volunteers, judges, agents, instructors, and members. The term **AUSKF Releasees** means AUSKF and its former, current, and future directors, officers, employees, volunteers, judges, agents, instructors, and members. The term AUSKF Releasees also includes, each AUSKF regional federation and each member dojo within each federation, and each of the respective former, current, and future directors, officers, employees, volunteers, agents, instructors, judges, and members of each regional federation and dojo within each regional federation. **Facility Releasees** means owners of the property in which **Evergreen Kendo** conducts any Kendo Event and its former, current, and future directors, trustees, officers, employees, members, and volunteers.
  - 7.2 **WAIVER AND RELEASE OF CLAIMS.** To the full extent permitted by law, I release the Kendo Releasees from all Claims that I may have now or in the future against any Kendo Releasee arising from any Kendo Event or the Applicant's **Evergreen Kendo** membership, whether those Claims exist now or arise in the future, and I hereby waive all those Claims. This waiver and release of Claims is binding on me and on any other person who asserts any Claim through me or on my behalf. This Section 7.2 does not waive Applicant's rights to AUSKF insurance coverage (if any) provided to AUSKF members.
8. **Limited Indemnification and Defense.** To the extent the waiver and release of Claims in Section 7 is not effective in whole or in part, and if the amount of the Claims exceeds any available liability insurance coverage (**Insurance Coverage**), then I will indemnify and defend the Kendo Releasees

against all Claims that exceed the Insurance Coverage that I or Applicant may have now or in the future against any Kendo Releasee, including paying all attorneys' fees, costs, and other expenses.



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9. **Governing law and Venue; Partial Invalidity.** This Agreement is governed by the laws of the State of Washington. Venue for any legal action related to this Agreement will be in the state or federal courts located in King County, Washington. I hereby submit to the personal jurisdiction of those courts. If any part of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement will be enforced to the full extent permitted by law, and the part held to be invalid, illegal, or unenforceable will be limited and enforced to the fullest extent permitted by law.

I hereby have carefully read, understood, and agree to the terms of this Agreement. **I acknowledge this Agreement contains a release of claims and indemnification obligations.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### PARENT CONSENT, RELEASE AND INDEMNIFICATION

- A. **Parent or Legal Guardian.** I am the parent or legal guardian of Applicant (or **my child**). I have the authority to enter into this Agreement on behalf of my child and anyone else who has legal rights regarding my child. If I am the only parent or legal guardian signing below, then I represent and warrant that I am the only parent or legal guardian with authority to sign this Agreement on behalf of my child. I have read the above Agreement and agree to its terms, including the attached information about concussions.
- B. **Release of Claims.** To the full extent permitted by law, I release the Kendo Releasees from all Claims that my child or I may have now or in the future against any Kendo Releasee. This release is binding to me and my personal representative, estate, and heirs; any other person with rights regarding my child; and my child, to the maximum extent permitted by law.
- C. **Limited Obligation to Indemnify and Defend.** To the extent the waiver and release of Claims in Section 7 is not effective in whole or in part, and if the amount of the Claims exceeds any available liability insurance coverage, then I will indemnify and defend the Kendo Releasees against all Claims that exceed the Insurance Coverage that I or Applicant may have now or in the future against any Kendo Releasee, including paying all attorneys' fees, costs, and other expenses.

I hereby have carefully read, understood, and agree to the terms of this Agreement. **I acknowledge this Agreement contains a release of claims and indemnification obligations.**

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\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date