

NYC SHOTOKAN KARATE DOJO LLC

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SHOTOKAN KARATE PARTICIPANT ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

In consideration for being allowed to be a participant in the Shotokan Karate training, I understand there are dangers in any karate exercise, special training, practice, demonstration, competitions, refereeing or testing [together called "Karate Activities"] with the possibility of serious permanent physical and emotional injury, and possibility of death.

I understand that no amount of care, caution, instruction or supervision can eliminate the dangers inherent in these activities.

I hereby personally and volitionally assume all these risks, and I waive any liability for negligence which may result from the conduct, acts or omissions, land or building conditions, equipment or facilities of Baruch College, NYC Shotokan Karate Dojo LLC., its affiliates, George Goshadze, and their employees, agents, officers, directors, volunteers, independent contractors, instructors and guests [called "Released Parties"].

I agree to hold these Released Parties harmless, release, and discharge the above named Released Parties from any and all liabilities, claims demands, or causes of action that I may have.

I also agree to indemnify the above-named Released Parties in the event I or my family cause personal injury or property damage to any person or property during the Shotokan Karate Activities.

I understand that this indemnification includes payment for all loss, including any court or arbitration costs, attorney's fees, awards incurred by or adjudged against the above-named Released Parties.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

I stipulate and agree that in the event of any dispute regarding this Agreement or pertaining to the Karate Activities, that the venue, forum and jurisdiction shall only be in the County of New York, New York, USA. In the event that I file a lawsuit against any Released Party, I agree to do so solely in the State of New York, and I further agree that the substantive law of New York shall apply in that action.

If any portion of this agreement is found to be void or unenforceable, I agree that the remaining portions shall remain in full force and effect.

UNDERSTOOD AND AGREED TO ON

..... BY

Date Print Your Name

.....
Your Signature

[If participant is under 18 years of age, she or he must sign this form and the parent or guardian must complete the form below.]

PARENT'S OR GUARDIAN'S ADDITIONAL ASSUMPTION OF RISK, WAIVER, AND INDEMNIFICATION

In consideration of _____
(print minor child's name) being permitted to participate in the Shotokan Karate Activities, I as parent or guardian of said minor child, further agree to assume the risk of harm to my child, agree to release the Released Parties and hold them harmless for all injury to my minor child, and agree to indemnify the Released Parties from any claims which are brought by, because of or on behalf of my minor child which are in any way connected with such use or participation by my minor child.

PARENT OR
GUARDIAN

Signature of Parent or Guardian

DATE

PRINT NAME OF
PARENT OR
GUARDIAN

PLEASE PROVIDE ALL EMERGENCY CONTACT
NUMBERS FOR PARENT OR GUARDIAN

Home Phone

Work Phone

Mobile Phone

Alternate Contact Name

Phone