



RENBU DOJO
錬武道場

Renbu Kendo Dojo Society

WAIVER OF LIABILITY, INDEMNITY, VOLUNTARY

ASSUMPTION OF RISK

("Agreement")

Please read this agreement carefully before execution. This is intended to be a legally binding document which affects the legal rights of the parties listed below. By Signing this agreement you will waive certain legal rights including the right to sue on your own behalf and on behalf of the minor child participant. If you should have any questions regarding any provisions contained in this Agreement, you are advised to consult an independent Lawyer before signing.

Participant Name

First Name

Last Name

Participant Date of Birth

Date (mm/dd/yyyy)

1. Description of activity

By signing this agreement, I, _____ (participant name) agree to participating in the sport of kendo, iaido or jodo (collectively "kendo"), any related events thereto, including but not limited to practices, classes and services provided by, and /or in the events sponsored or organized by the Renbu Kendo Dojo Society (together hereinafter referred to as Renbu Dojo) and its affiliated clubs and dojos, which may include but is not limited to: tournaments, competitions, gradings, lessons, training, orientations and instructional seminars or lessons, and personal or strength training programs, and travel to and from these venues. Travelling to and from the venues may include one of walking, public transit, taxi, private car for hire, ride-sharing vehicles, rental vehicles, private and/or chartered bus, trains, and/or airplane. The activities collectively described herein are hereafter referred to as the "Activity".

2. Consent and Waiver of Liability

I, _____ (participant name), understand the nature of the Activity and Participant's experience and capabilities and believe I am qualified, in good health, and in proper physical condition to participate in such Activity. In consideration of allowing the Participant to participate in the Activity, and having read and understood this entire Agreement, I, personally and on behalf of our respective personal representatives, assigns, heirs and next of kin (hereafter collectively referred to in this Agreement as "I"), hereby forever waive, release, discharge, covenant not to sue and agree to indemnify and save and hold harmless Renbu Dojo, its affiliates, successors and assigns, and its directors, officers, volunteers, employees, members, chaperones and/or any

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agent thereof (all of whom are hereinafter referred to as the “Releasees”) from all liability, claims, demands, illness and injury including death (including but not limited to illness, injury and death related to contracting communicable diseases such as COVID-19 and any variants thereof), losses or damages that I may suffer, or that I may suffer arising or in any way related to the Activity, due to any cause whatsoever, including but not limited to the negligence of the Releasees, or any of them. I further agree that if, despite this release, I, the Participant, or anyone on the Participant’s behalf makes a claim against the Releasees, or any of them, I will indemnify, defend, save and hold harmless each of the Releasees from any litigation expenses, legal fees, losses, liability, damage or cost that any of the Releasees may incur as the result of any such claim.

I knowingly and voluntarily grant Renbu Dojo, and/or any agent thereof, permission to call for emergency aid or take the Participant to a physician, dentist or other health professional or to a hospital or clinic for medical treatment, or both, if Renbu Dojo and/or any agent thereof, believes the Participant requires medical attention and/or treatment. In all events, I shall assume all responsibility for all medical, rescue, transportation, and other expenses incurred on my behalf.

3. Assumption of Risk

I knowingly and voluntarily acknowledge, accept, and fully assume all risks, including but not limited to physical and legal risk, and other dangers inherent to the Activity. I knowingly and voluntarily acknowledge and accept that these risks and dangers can include, but are not limited to physical bodily harm, including serious bodily injury, contracting a communicable disease (including but not limited to COVID-19 and any variants thereof), permanent disability, paralysis, and death. I further knowingly and voluntarily acknowledge and accept that these risks and dangers can further include other risks and dangers, including but not limited to mental or psychological harm, social and economic losses, either not known to me or not readily known and/or foreseeable at the time of the Activity, which may arise from: (1) the actions and/or inactions of the Participant, (2) the actions and/or inactions of others participating in the Activity, (3) natural disasters or extreme weather conditions, (4) risk associated with national and international travel, (5) accidents involving any form of vehicular or pedestrian travel (6) the conditions, natural and man-made, of the venue and/or land on which the Activity takes place, (7) equipment failure, (8) acts of terrorism and/or crime, (9) risks associated with consuming foods or drinks, (10) risks associated with potential lack of timely access to medical treatment or medicines (11) and/or the contributory negligence of the Releasees, or any of them.

4. Governing Law

I understand and agree that this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, Canada. Any action, proceeding or litigation concerning this Agreement may only be brought in the court of competent jurisdiction in the City of Vancouver, BC.

5. Invalidity of Any Clause

I understand and agree that in the event any clause, sentence, or provision of this Agreement shall be held to be invalid or unenforceable by the Courts of the Province of British Columbia, the invalidity or unenforceability of such clause, sentence or provision shall not affect the validity or enforceability of the remaining provisions.

I acknowledge that I have carefully read this Agreement, and fully understand its contents and binding effect. I acknowledge that I have had the opportunity to have this Agreement independently reviewed by a Lawyer prior to the time I signed it. I understand that this Agreement is a legal contract between myself and Renbu Dojo and The Releasees named herein, as identified above, that affects my legal rights and those of the Participant. I represent and warrant that I am signing this Agreement knowingly, voluntarily and of my own free will, THAT I AM at least 19 years of age.

6. Further Acknowledgement and Agreement

1. I will follow all guidelines for infection prevention and control as instructed, including social distancing, hand hygiene, and wearing personal protective equipment (eg. gloves, masks) to protect myself against COVID-19 and other communicable diseases.
2. I will follow applicable health authority self-isolation guidelines, and refrain from participation in any Activity if ill.
3. Photographs and video may be taken of the Participant during their participation in and attendance in the Activity and I hereby freely agree to allow without restriction all uses of such photographs and videos in the reporting of this event, and/or in the promotion of Kendo, other Kendo events, and/or related purposes.

Participant

Participant First Name

Participant Last Name

Street Address

City

Postal Code

Signature of Participant

Date

Name of Club Head Instructor who can attest to the Participant's identity

Instructor First Name

Instructor Last Name

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