



**AGREEMENT, WAIVER AND RELEASE FROM LIABILITY
(All United States Kendo Federation)**

1. **Voluntary Participation.** I, _____, acknowledge that I have
(print name)
voluntarily applied, or have voluntarily allowed my child _____ to apply, to
(print child's name)
participate in kendo, iaido, or jodo instruction and training at a dojo, club or federation which is affiliated with the All United States Kendo Federation (hereinafter, "KENDO" refers to kendo, iaido, or jodo, and any and all affiliated dojo, clubs, federations, and their individual members are referred to as "AUSKF").

2. **Assumption of Risk.** I AM AWARE THAT PARTICIPATION IN *KENDO*, AS IN ANY SPORT OR PHYSICAL ACTIVITY, MAY RESULT IN PHYSICAL INJURY, EXPOSURE TO ILLNESS (E.G. MRSA, INFLUENZA, COVID-19, ETC.), DAMAGE TO PROPERTY, AND, IN RARE INSTANCES, EVEN DEATH. I AM VOLUNTARILY PARTICIPATING, OR ALLOWING MY CHILD TO PARTICIPATE, IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DAMAGE, AND/OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE. _____(initials).

IN ADDITION, I WILLINGLY AGREE TO COMPLY WITH ANY STATED AND CUSTOMARY TERMS AND CONDITIONS FOR PARTICIPATION. IF I OBSERVE ANY SIGNIFICANT HAZARD DURING MY PRESENCE OR PARTICIPATION, I WILL REMOVE MYSELF FROM PARTICIPATION AND IMMEDIATELY NOTIFY THE NEAREST OFFICIAL, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE. _____(initials).

3. **Waiver and Release.** As consideration for being permitted by *AUSKF* to participate in these activities and use related facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attack the property of *AUSKF* on account of injury, damage, or death resulting from the gross negligence, recklessness or other acts or omissions (both known and unknown), however caused, by any employee, agent, or contractor of *AUSKF* as a result of my, or my child's, participation in *KENDO*. I hereby knowingly and voluntarily waive and release *AUSKF* from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, damage or death resulting from my, or my child's, participation in *KENDO*. I understand that I am hereby advised to have an independent attorney review this Agreement, Waiver, and Release from Liability and verify my understanding by placing my initials here. _____(initials).

4. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN *AUSKF* AND ME AND SIGN IT OF MY OWN FREE WILL.

Executed on [date] _____ at [city] _____, [state] _____.

Signature of participant or, if participant is a minor,
signature of participant's parent or guardian

Print name

DECLARATION OF WITNESS

I certify that _____ [above participant/parent of participant]
acknowledged in my presence that he/she read and fully understood the meaning and consequences of the above release.

Executed on [date] _____ at [city] _____, [state] _____.

Signature of witness

Print name