

OCB Kendo Dojo
Release and Waiver of Liability

In consideration of the Orange County Buddhist Kendo Dojo (the “Dojo”) accepting the application and membership fee of the undersigned for enrollment as a student at the Dojo, and/or in consideration of granting the undersigned permission to participate in the classes and activities held at the Dojo, the receipt and sufficiency of which are hereby confirmed, the undersigned (or the Parent/Guardian on behalf of the undersigned) hereby acknowledges, accepts and agrees to the following:

1. You acknowledge & fully understand that you are voluntarily participating in kendo activities that involve risk of injury (including major injuries or death) which may result from your own actions, inactions or negligence, or the actions, inactions, or negligence of others, the rules of play, the conditions of the Dojo or premises or any other related circumstances. This includes any risks that may or may not be reasonably foreseeable to the Dojo or its instructors or other members, the Orange County Buddhist Church (“O.C.B.C.”), the City of Anaheim, the Southern California Kendo Federation (“S.C.K.F.”) and/or the All U.S. Kendo Federation (“AUSKF”).
2. You recognize and accept all of the risks involved in kendo and the risk of personal injury, disablement, death, property damage or any loss resulting therefrom, including, but not limited to, injury resulting from or related to the following: physical exertion or movement, any strike, thrust or contact with a shinai (bamboo sword) or other equipment used in kendo for any reason, any physical contact with any opponent (including any instructor, teammate, competitor or any other member of the Dojo), or any physical, mental or emotional stress or stress-induced injuries related thereto. You hereby agree to assume all the foregoing risks & accept personal responsibility for any injury, damages or costs resulting from or related to anything set forth herein, and waive any and all rights to Claims as set forth in further detail in Paragraph 5 below.
3. You acknowledge that you are voluntarily participating in activities during the COVID-19 pandemic, that you accept the contagious nature of COVID-19 and will voluntarily assume the risk that you (or your children) may be exposed to or infected by COVID-19 by participating in classes and activities at the Dojo, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. You understand that the risk of becoming exposed to or infected by COVID-19 at the Dojo may result from the actions, omissions, or negligence of yourself or others, including, but not limited to, any instructor, participant or any other member of the Dojo or their families, and you hereby agree to assume all the foregoing risks & accept personal responsibility for any such personal injury, illness, permanent disability, and/or death resulting from or related to COVID-19, and waive any and all rights to Claims as set forth in further detail in Paragraph 5 below.
4. You request that in the event of an injury deemed by the Dojo, the O.C.B.C., the City of Anaheim or any of its instructors, officers, directors, administrators, agents, coaches, teammates, competitors and/or volunteers to be substantial, to the extent possible you will be admitted to any hospital or medical facility for diagnosis & treatment. In the event a parent or guardian of the undersigned is not present at the Dojo, you agree that the Dojo, the O.C.B.C., and/or the City of Anaheim act on such parent/guardian’s behalf. In the event of such injury, accident or illness, the undersigned authorizes the Dojo, the O.C.B.C., the City of Anaheim or any of its instructors, officers, directors, administrators, agents, coaches, teammates, competitors and/or volunteers to provide appropriate medical treatment. If an emergency transport is deemed necessary, you authorize the same to summon an ambulance to transport the player to the hospital. I have read and understand the above release and grant my permission to administer medical care.
5. You unconditionally release, waive, & covenant not to sue the Dojo, S.C.K.F. and/or AUSKF, or any of its instructors, officers, directors, administrators, agents, coaches, teammates, competitors and/or volunteers, the O.C.B.C., the City of Anaheim or any institution, gymnasium or other facility located within the City of Anaheim, from any and all claims, causes of action, injuries, damages or costs (collectively as used herein, “Claims”) that the undersigned may now and in the future have against them, including, without limitation any Claims resulting from a) any negligent, reckless, intentional or unintentional acts on the part of the Dojo or any of its instructors, officers, directors, administrators, agents, coaches, teammates, competitors and/or volunteers, b) any Claims related to Section 1, 2, 3, or 4 above and/or c) the participation by the undersigned in any official or unofficial activity, event, practice, or competition of the Dojo, the O.C.B.C., the City of Anaheim, the S.C.K.F. and/or AUSKF.
6. **Agreement to Pay all Medical Expenses** - by signing this form, you hereby accept responsibility for all medical expenses incurred whether or not you are covered by insurance, and hereby release the Dojo, the O.C.B.C., the City of Anaheim, the S.C.K.F. and/or AUSKF from any responsibility with respect to such expenses.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS TERMS, INCLUDING THE SPECIFIC COVID-19 WAIVER IN PARAGRAPH 3 ABOVE. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Student Name _____ Student Signature _____ Date _____

Student’s Parent/Guardian Name _____ Parent / Guardian Signature _____ Date _____
(if under 18 years old)

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