

## Release of Liability and Training Agreement

I wish to participate in the training opportunities offered by Bujinkan ZuiUn Dojo and their staff, agents, servants, employees owners, operators or other representatives (shall herein be know as the "sponsors")

**Initials:**\_\_\_\_\_.

I hereby represent that I am physically and emotionally fit, and I do not have any health conditions which would preclude my participation or engagement in martial arts instructional training. I also acknowledge that the Sponsors are under no obligation to require me to prove my degree of health and fitness for said participation. **Initials:**\_\_\_\_\_.

I hereby acknowledge that I understand that this training will include vigorous physical movement on my part and on the part of my training partners, and with each other, with and without training equipment; it will involve bodily contact with training partners and/or training equipment; and will expose me to the risk of possible serious harm and potentially death. I give full consent to such contact and activity. I further acknowledge that by entering into the training I will be exposed to the risk of bodily injury arising out of possible negligence, unavoidable accident, or otherwise due to the very nature of the martial arts training be taught. I knowingly and willingly assume all risk of injury or other damage involved in or associated with such training activities. I agree and understand that I must report any and all injuries immediately to the Sponsors. For myself and anyone else who might claim on my behalf, I expressly forever release and discharge the Sponsors from all claims, demands, injuries, actions and courses of action, from all acts of active or passive negligence on the part of the Sponsors, their servants, agents or employees. **Initials:**\_\_\_\_\_.

I herby acknowledge that I fully realize that during training I will and at all times have the options to withdraw from participation in any exercise, training or activity, and that it is my personal responsibility to decide in which techniques, activities and exercises I will participate. I also acknowledge that it is my responsibility to ask questions of the Sponsors to ensure that I understand fully how to perform any given technique on a training partner or receive the technique when it is performed on me in a way that I know how to be safe. I will refrain from said involvement in the performance of any given technique or exercise until I am confident in my ability to so do safely. **Initials:**\_\_\_\_\_.

If my conduct, actions or statements while participating in or attending the training are determined to be inappropriate or detrimental to the safety or well being of other participants or the instructors at the training, I will willingly comply with any request by the Sponsors to remove myself from training activities and from the training venue immediately. I realize and agree to the fact that I will forfeit any pre-paid training fees if requested by the Sponsors to terminate my participation in the training. **Initials:**\_\_\_\_\_.

By signing this agreement, it is my intention to knowingly assume all risks involved in participation or attending this training and to release the sponsors from any responsibilities or liability for any injury I may sustain while participating or training in this martial arts activity. I understand and agree to the fact that Sponsors will not be held liable for any injuries, damages, etc. caused by or resulting from negligence of the Sponsors. I covenant not to sue, and waive and release the Sponsors from any responsibility of personal injury to me. Additionally, I affirm that the Sponsoring venue shall be held free of any and all responsibility or liability for any injuries, damages, etc. resulting from my participation in this martial arts practice.

**Initials:**\_\_\_\_\_.

I agree for myself and my successors that the above representations are contractually binding and not mere recitals. That should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for any expenses (including, but not limited to, attorney's fees) incurred by the other parties in defending. This agreement may be modified only by a written amendment signed by both parties. A waiver of any provision of this agreement shall not be construed as a modification or any other provision, or as consent to any other provision, or as consent to any other subsequent waiver modification. This agreement shall be construed and enforced according to the laws of the State of Minnesota, without giving effect to the principles of conflict of law. **Initials:**\_\_\_\_\_.

Applicant's Name (Printed):\_\_\_\_\_

Phone #:\_\_\_\_\_

Applicant's Home Address:\_\_\_\_\_

Applicant's e-mail address:\_\_\_\_\_

Applicant's Signature:\_\_\_\_\_

Signature of Parent or Legal Guardian:\_\_\_\_\_  
(If applicant is under 18 years old)

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