



Hokubei Karate-Do Shihankai  
北米空手道師範会  
Japanese Karate Masters Association of North America

## Release of Liability, Assumption of Risk, and Indemnification Agreement

**NOTICE: This document affects your legal rights; please read carefully before signing. Handwritten changes to this document are not permitted.**

**For participating minors:** I, the undersigned, being at least 18 years of age, hereby represent that I am the Parent or Guardian of \_\_\_\_\_, and  
(Please insert each participating child's first and last name and age)  
do hereby agree to allow the individual(s) named above to participate in the Fall 2021 Masters Seminar.

**For participating adults:** \_\_\_\_\_, the undersigned,  
(Please insert first and last name of the participating adult)  
being at least 18 years of age, desire to participate in the Fall 2021 Masters Seminar.

On behalf of myself and each above-referenced child, and my/our representatives, heirs, next of kin, successors and assigns (collectively, "**Participant**"), I agree as follows:

**ASSUMPTION OF RISK:** Each Participant agrees and acknowledges that there are risks in participating in on-site activities through and/or using facilities or equipment of Japan Karate-Do Genbukai Dojo at the Fall 2021 Masters Seminar ("Activity"), including risk of physical injury, contraction of virus, disability, death and/or damage to, or loss of, personal property (collectively, the "Risks"). Each Participant knowingly and freely assumes all of the Risks, including, without limitation, those arising from the negligence of Japan Karate-Do Genbukai Dojo, the Hokubei Shihankai, or Shihan Fumio Demura (including their rightful and duly appointed representatives), or any of the participating staff and instructors.

**COVID-19:** Each Participant acknowledges that COVID-19 infections ("COVID-19") have been confirmed throughout the United States. In accordance with the guidance and protocols issued by the World Health Organization, the Centers for Disease Control and Prevention, and California Department of Public Health, each Participant agrees, represents and warrants that neither the undersigned nor Participant shall visit or utilize the facilities and programs of Japan Karate-Do Genbukai Dojo or Hokubei Shihankai (i) after exposure to any person who has a suspected or confirmed case of COVID-19, (ii) within 14 days after returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice or (iii) if Participant is experiencing any COVID-19 symptoms such as, without limitation, fever, cough, sore throat or shortness of breath or has otherwise a suspected, diagnosed or confirmed case of COVID-19. For full symptoms related to COVID-19, visit <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

**RELEASE OF LIABILITY:** Each Participant hereby releases and forever discharges Japan Karate-Do Genbukai Dojo, the Hokubei Shihankai, or Shihan Fumio Demura (including their rightful and duly appointed representatives), or any of the participating staff and instructors ("Affiliates") from any and all claims, actions, damages, liabilities, costs or expenses and attorneys' fees (collectively, "Losses") that are related to, arise out of, or are in any way connected to the Activities, COVID-19,



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and the Risks assumed. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement. Each Participant also agrees not to sue or make a claim against Japan Karate-Do Genbukai Dojo, the Hokubei Shihankai, Shihan Fumio Demura, Minobu Miki, Koji Sugimoto, Tak Hamabata, Tomohiro Arashiro, Shoji Nishimura, Daniel Kiyama, or any of the participating staff and instructors in connection with the Activities, COVID-19, and the Risks assumed.

**INDEMNIFICATION:** The undersigned agrees jointly and severally to indemnify, hold harmless, and defend Japan Karate-Do Genbukai Dojo, the Hokubei Shihankai, Shihan Fumio Demura, and affiliated instructors from and against any and all Losses (including for ordinary negligence) which may arise from a breach or action by any Participant of this agreement in connection with the Activities, COVID-19, and the Risks assumed, or from any lack of capacity on Participant's part to execute this agreement on behalf of Participant. The undersigned further agrees, jointly and severally, to be financially responsible for any damage to property Participant may cause during an Activity.

**GENERAL:** This agreement will be governed and construed in accordance with the laws of the State of California. Each Participant agrees that this agreement shall be an enforceable waiver, release and indemnity that will be broadly interpreted to the maximum extent permitted by California law. Each Participant agrees that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will remain in full force and effect.

**ACKNOWLEDGEMENT OF UNDERSTANDING:** To the extent any Participant is a minor, I represent and warrant that I am the Parent or legal Guardian of each such Participant and that I am acting in such capacity in executing this document. I HAVE CAREFULLY READ the foregoing Release of Liability, Assumption of Risk, and Indemnification. I understand that this agreement relates to surrendering valuable legal rights of Participant(s) - including the right to sue. I understand, and I agree to be legally bound by all the terms and conditions in this agreement to the maximum extent permitted by law. I agree, and shall procure each minor Participant to agree, to follow all laws, rules and guidelines regulating the conduct of the program. I acknowledge and agree that no oral representations, statements, or other inducements to sign this agreement were made apart from what is contained in this agreement. I further acknowledge that this is the complete and entire agreement and that I am signing this agreement freely, fully and voluntarily.

Parent/Legal Guardian Signature: \_\_\_\_\_

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



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**Health Declaration Form / COVID-19**

The purpose of this medical questionnaire is to ensure that you are medically fit to participate. Please answer the following questions with a YES or NO. If you are not sure, answer YES. A positive response means that there may be a preexisting condition that could affect your safety and may be denied participation in the Fall 2021 Masters Seminar.

Within the 10 days immediately preceding the date of this Health Declaration Form, have you:

- |   |            |           |
|---|------------|-----------|
| 1. Tested positive or presumptively positive with COVID-19?   | <b>YES</b> | <b>NO</b> |
| 2. Experienced any symptoms commonly associated with COVID-19 (fever; cough; fatigue or muscle pain; difficulty breathing; sore throat; lung infections; headache; loss of taste; or diarrhea)? | <b>YES</b> | <b>NO</b> |
| 3. Been in any location/site declared as hazardous with and/or potentially infective with the new coronavirus by a recognized health or regulatory authority?                                   | <b>YES</b> | <b>NO</b> |
| 4. Been in direct contact with or in the immediate vicinity of any person who tested positive with the new coronavirus?   | <b>YES</b> | <b>NO</b> |

The information I have provided about my medical history is accurate to the best of my knowledge. I agree to accept responsibility for any omissions in disclosing my existing or past health conditions.

I also commit to inform Hokubei Shihankai Affiliates about any symptom that may arrive after having filled in this declaration and/or having come into contact with someone who has tested positive after signing the declaration.

Participant's Name: \_\_\_\_\_

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

Signature : \_\_\_\_\_

(Parent of Guardian if under 18)