

Name of Participant (Please Print): \_\_\_\_\_  
Last First

## Shofukan Kendo Dojo Member Liability Release and Waiver

The parties to this Release are the Participant (listed above) and, if under 18, the Participant's parent or legal guardian \_\_\_\_\_ (all referred to hereafter jointly and severally as "Participant"), and the Shofukan Kendo Dojo (Dojo). The Participant has chosen to participate in Kendo (hereafter "Activity").

**Assumption of Risk.** Participant expressly understands and agrees that participant in Non-Varsity Athletic Activities presents risks to Participant both serious and minor, including but not limited to head or other injuries, loss of sight, broken bones, brain damage, paralysis and death. Participant is responsible for researching and evaluating the risks she/he may face and is responsible for her/his actions. Participant further recognizes, understands and agrees that the Lawrence Family Jewish Community Center (LJFCC) assumes no responsibility for any liability, damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Activity, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant in the Activity, or caused by any other person.

**Indemnification and Hold Harmless.** Participant specifically understands that she/he is personally responsible, agrees to indemnify, defend and holds harmless the Dojo, their officers, agents, volunteers, students and employees from any action, claim, or demand that his/her heirs, or legal representatives, have or may have for any and all personal injuries he/she may suffer or sustain, regardless of cause or fault as a result of his/her voluntary decision to participate in the Activity or related activities, on or off campus including reasonable attorneys' fees and/or any other associated costs, caused by any act or omission of Participant resulting from direct or indirect participation in the Activity.

**Release of Claims.** In consideration of being allowed to participate in the Activity, Participant, his/her heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge the Dojo, its officers, trustees, faculty, employees, volunteers, students, agents, and representatives (hereafter "Released Parties") from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by the Released Parties. Participant further releases and discharges the Released Parties from injury caused by the intentional or negligent acts or omissions of any other participant in the Activity, or caused by any other person.

**Termination of Participation.** Participant understands and agrees to abide by all policies, rules, and regulations. Participant shall not engage in inappropriate conduct including the use of inappropriate physical or verbal abuse. Participant understands that, in its sole discretion the Activity or its representative may terminate Participant's participation in the Activity at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Activity; emergencies; or health or safety considerations.

**Physical Condition and Insurance.**

Participant attests that she/he is physically capable of participating and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Activity.

**Severability.** It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

**Governing Law and Venue.** This release shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in San Diego County, California.

**Construction and Scope of Agreement.** The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that she/he has read this release and that she/he understands its meaning and effect.

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

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

Participant Printed Name: \_\_\_\_\_

Participant's Age (if minor): \_\_\_\_\_

Parent or Guardian Signature if under 18:

\_\_\_\_\_

Parent or Guardian Printed Name:

\_\_\_\_\_

Please indicate if the participant is a current member of the AUSKF (Yes or No): \_\_\_\_\_

## SHOFUKAN KENDO DOJO RULES

1. **BE RESPECTFUL WITH EVERYONE.** When entering and leaving the dojo, greet sensei, staff, parents, and fellow students.
2. **BE RESPECTFUL TO THE DOJO.** When entering and leaving the practice area of the dojo, make a standing bow. Always bow in the direction of the 'shomen' when stepping on or off the dojo floor.
3. **BE POLITE.** Treat others the way you would want to be treated. Be respectful of everyone on and off the dojo. Do not wonder around people while they are training. At the end of the training, while thanking everyone, say their name with a thank you.
4. **ONLY SENSEI TEACHES THE CLASS.** Do not correct fellow students unless they ask for help. Bow to the sensei after individual instruction.
5. **RESPECT YOUR TRAINING TOOLS.** Keep your Kendo uniforms clean and patch any areas that may need to be sewed. Also, fold your uniforms neatly and clean to store back in your bogu bag.
6. **KEEP CLEAN.** Before class, make sure your hands, feet, and face are clean. Make sure your toenails and fingernails are trimmed. Don't walk outside in barefoot and then walk back into the dojo (wear your shoes outside). Remove any jewelry. If you have long hair, pull it back and tie it.
7. **BE ON TIME.** If you are late to class, change into your kendo uniform and greet and explain why you are late to the head instructor prior to participating in the practice for the day.
8. **PRACTICE THE TECHNIQUE SENSEI DEMONSTRATES.** To avoid any injuries and to help in your own growth in Kendo, only practice the technique being taught.
9. **DO NOT GOOF AROUND IN THE DOJO.** Horseplay in the dojo while the class is going on can cause injuries to you and others training.
10. **YOU MAY GET DRINKS AS NEEDED DURING TRAINING, BUT PLEASE DO NOT KEEP YOUR PARTNER WAITING.** Only water for drinking is permitted inside the dojo.
11. **DO NOT LEAVE THE TRAINING AREA DURING CLASS.** Do not leave from training area without asking sensei first. Try not to leave the area unless you are injured or ill.
12. **TRY TO KEEP ALL CONVERSATION LIMITED TO YOUR TRAINING WHILE YOU ARE IN SESSION.**
13. **RESPECT OTHER STUDENT'S EQUIPMENT.**
14. **DO NOT TRAIN IF YOU HAVE A CONTAGIOUS ILLNESS.**
15. **IF YOU HAVE ANY QUESITONS ABOUT EIQUETTE, ASK YOUR FELLOW SENPAI** (Senior students) **or SENSEI.**

Print Name: \_\_\_\_\_  
(Kenshi/Student)

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

Signature: \_\_\_\_\_  
(Kenshi/Student)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ (Parent/Guardian)

Signature: \_\_\_\_\_  
(Parent/Guardian)