

## Aikido of Bismarck - Agreement and Release of Liability

In consideration for being permitted to engage and receive instruction in Aikido (including related martial arts), I agree as follows on behalf of my child who is a participant in this training:

Student Name/Age/Date of Birth: \_\_\_\_\_

(Parent/Guardian initial each item)

\_\_\_\_ 1. I hereby RELEASE AND DISCHARGE Aikido of Bismarck, LLC, its Members, Instructors: Jason Austad, Melonie Tanous Austad, Landlords: Fierce Properties LLC, (collectively referred to as "Released Parties"), from any and all liability, claims, demands or causes of action that I may hereafter have for injuries, damages, and losses arising out of participation in Aikido, including related martial arts (collectively referred to as "Aikido"), or dojo-related activities sponsored by the Released Parties.

\_\_\_\_ 2. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Aikido. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought as a result of my or my child's participation in Aikido.

\_\_\_\_ 3. I understand and acknowledge that Aikido training, as with any recreational physical activity undertaken in participation with other persons, has inherent dangers including risk of injury, infectious disease, communicable illness, or other harm that no amount of care, caution, instruction or expertise can eliminate and EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PERSONAL INJURY, ILLNESS OR DEATH SUSTAINED WHILE PARTICIPATING IN AIKIDO WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

\_\_\_\_ 4. I hereby expressly recognize that this Agreement and Release of Liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my or my child's participation in Aikido including and all claims caused by the negligence of the Released Parties.

\_\_\_\_ 5. I expressly agree that this Agreement and Release of Liability is intended to be as broad and inclusive as permitted by the laws of North Dakota and that, if any portion of the Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_ 6. I hereby release all Released Parties, officials and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered me or my child's during participation in Aikido.

\_\_\_\_ 7. I understand and recognize that Aikido as an activity, whether engaged-in at the dojo, school, home, or elsewhere, AS WITH ANY MARTIAL ART, can involve strenuous exercise and personal body contact with the inherent risk of falling, over-exertion, injury, including, but not limited to, pulled muscles, dislocated joints, broken bones, and other bodily harm to self, OR OTHERS, and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PERSONAL INJURY, or LIABILITY TO OTHERS, SUSTAINED WHILE ENGAGING IN AIKIDO practices anywhere as learned from the Released Parties.

\_\_\_\_ 8. I understand and recognize that in accordance with the law, the Released Parties do not exclude individuals with medical conditions that do not pose a medically-recognized threat to the health or safety of other students in the normal course of training. I understand that there are some unavoidable circumstances where these conditions may require special caution on my part (or as a parent) to minimize danger to others, or myself and I acknowledge that it is my responsibility to act accordingly.

\_\_\_\_ 9. I understand that Aikido is an educational system. For the safety of myself and other students, I or my child, will practice in a considerate and conscientious manner and strictly follow all rules established by the Released Parties. Should I or my child break any of these rules, I understand that it is the decision of the head instructor whether I may continue training. I will abide by that decision.

\_\_\_\_ 10. This release contains the entire agreement between the parties and the terms are contractual and not a mere recital.

I HAVE READ THIS AGREEMENT AND SIGN IT OF MY OWN FREE WILL. I FULLY UNDERSTAND ITS CONTENTS AND MEANING AND HEREBY DECLARE MYSELF AND /OR MY CHILD(REN) AS PARTICIPANT(S) TO BE PHYSICALLY SOUND WITH MEDICAL APPROVAL TO PARTICIPATE IN A PHYSICAL ACTIVITY SUCH AS AIKIDO.

### **If the applicant is under 18:**

I the undersigned, as parent or guardian of the above applicant, certify that I have read the above agreement and I consent to the applicant's receiving the instruction applied for and I agree to the provisions of the contract for myself and said applicant.

Dated \_\_\_\_\_ Signature \_\_\_\_\_