

# Hanabi Augustine Albany Judo

## Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of Hanabi Augustine Albany Judo for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any on-site or off-site program affiliated with Hanabi Augustine Albany Judo, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities and/or the affiliated program(s). It is further warranted that such entry into Hanabi Augustine Albany Judo for observation or use of any facilities and/or equipment or participation in any such affiliated program(s) constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER HANABI AUGUSTINE ALBANY JUDO FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH HANABI AUGUSTINE ALBANY JUDO, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE HANABI AUGUSTINE ALBANY JUDO, its owners, officers, employees, volunteers, members and/or their families (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Hanabi Augustine Albany Judo.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about Hanabi Augustine Albany Judo premises or in any way observing or using any facilities or equipment of Hanabi Augustine Albany Judo or participating in any program affiliated with Hanabi Augustine Albany Judo whether by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about or upon the premises of Hanabi Augustine Albany Judo and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Hanabi Augustine Albany Judo. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the States of California and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
4. As the parent, legal guardian, or authorized representative, I hereby give consent to Hanabi Augustine Albany Judo program to provide all emergency dental or medical care prescribed by a duly licensed physician (MD or DO) or dentist (DDS) for my child. This care may be given under whatever conditions are necessary to preserve the life, limb, or well-being of the child.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written have been made.

I HAVE READ THIS RELEASE

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

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

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