

AUSTIN KENDO DOSHIKAI: Liability Waiver Agreement

In consideration of and as inducement to enrolling the undersigned as a student of Austin Kendo Doshikai, Inc. ("AKD"), I represent and agree as follows:

(1) I am voluntarily participating in kendo, fitness, and exercise classes, activities, workshops and seminars offered by AKD, be it in person at one of the physical studio locations, outdoors or event venues, or online by videos, television, podcasts, apps or other digital media or platforms. All offerings, either physical or online, shall be considered "Activities." I understand that the Activities include an opportunity for relaxation as well as physical movements, hence the risk of injury, even serious or disabling, is present and cannot be entirely eliminated.

(2) I recognize that I must be of adequate physical and mental health to participate in the Activities. I understand that it is my responsibility to consult with a physician before participating in the Activities. If I have done so, if I am pregnant, post-natal or post-surgical, I have taken the physician's advice.

(3) Furthermore, I understand that participating in the Activities may cause physical injury or medical condition. I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke, and may aggravate pre-existing injuries. I understand that participation is not a substitute for medical attention, examination, diagnosis or treatment. In addition, I will make the instructor aware of any medical conditions or physical limitations before class.

(4) I understand that AKD reserves the right to refuse my participation in any Activity on medical, fitness, or any other grounds and is in no way responsible for the safekeeping of my personal belongings at any of its physical studio locations or during offsite events.

(5) I understand that AKD from time to time may photograph, video, or otherwise record classes or events occurring at its locations or offsite, and place such photographs and/or videos on its website or social media platform. I hereby consent to the use of my image that may appear in any such photograph or video.

(6) In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, including any illness or infection that occurs before, during, or after participation in the Activities, including those which may result from the negligence of the AKD.

(7) In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against AKD, its officers, directors, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a "Released Party") that I may sustain as a result of participating in the Activities at AKD, even if the Claim arises from the negligence of any Released Party or anyone else. I agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else. "Claim" includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity. I, my heirs or legal representatives

forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

(8) This agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. All actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in Texas. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

I have read, fully understand and agree to the above terms of this Liability Waiver Agreement. I am signing this agreement voluntarily and recognize that my signature serves as complete and unconditional release of all liability to the greatest extent allowed by law. I am at least 18 years of age. If not, my Parent or Legal Guardian, who is at least 18 years of age, by signing below, agrees to and acknowledges all parts of this Liability Waiver Agreement.

STUDENT NAME

____/____/____
DATE OF BIRTH

STUDENT EMAIL ADDRESS

(____) ____-____
PHONE NUMBER

HOME ADDRESS

CITY/STATE/ZIP

PARENT/GUARDIAN NAME (if student <18)

(____) ____-____
PHONE NUMBER

EMERGENCY CONTACT NAME

(____) ____-____
PHONE NUMBER

SIGNATURE

____/____/____
DATE