

American International Ki Development and Philosophical Society (AIKDPS)

Wadokai Organization of Sensei Roy Y. Suenaka/Suenaka Martial Arts

Application, Agreement, Informed Consent to Participate in Organizational Event, Activity, or Training Waiver and Release (hereinafter the "Agreement")

I, _____, **print name of participant** whose signature is signed and affixed hereto below, for and in consideration of the mutual covenants and consideration herein agreed upon, do hereby apply and consent to participate in an American International Ki Development and Philosophical Society (AIKDPS), Wadokai, or other Sensei Roy Y. Suenaka/Suenaka Martial Arts organizational event, activity, or training, involving risks of serious bodily harm and physical, mental, emotional, economic or other injury. I understand that this will involve martial arts practice including but not limited to the falling arts as well the striking arts, and may further include Aikido, Karate, Grappling, Judo, Jiu-Jitsu, weapons arts, and other arts, movements, strikes, and holds, such as punches, blocks, and kicks, using various parts of the body or weapons, to strike various parts of the body, and also consisting of arm, leg, and joint bars and locks, head locks, choke holds, throws, falls, rolls, escapes and reversals of techniques, various physical exercises, and other maneuvers and movements. I understand that although students and instructors are taught to pull punches and limit force in performing techniques and to stop applying force when the other student taps out in order to avoid injuries, that I will be working with persons of varying degrees of skill and experience levels, and that some amount of injuries may occur. I also understand and agree that I will probably undergo some pain during every technique and that it is my responsibility to inform the other persons performing the technique on me of this pain by tapping out. I understand that my participation requires me to be in good physical health and condition, and that if I have any health concerns, illnesses, injuries or disabilities of any kind, I must bring this to the attention of the senior student or instructor. I understand that I cannot participate if I have any open wounds or sores or any illnesses that could be contagious to other students, but that otherwise, the senior student or instructor will attempt to accommodate any special concerns that I have, if I have made these known to him. I understand and agree that it is my responsibility to inform any other students or instructors with whom I may practice if I have any health issue, physical concern or limitation and I cannot assume that by telling one person or instructor, that everyone else will automatically be aware of my special circumstances or limitations and make allowances accordingly. I hereby affirm that I have had full opportunity to inspect the premises and equipment and am satisfied that there are no hazards of which I am not aware. I am prepared to accept and assume all risks of participation. I understand and agree that this Agreement is made and executed in Charleston County, South Carolina, regardless of the location in which it is physically signed, and regardless of where the organizational event, activity, or training takes place, or where any bodily harm or physical, mental, emotional, economic or other injury, if any, may occur. I further understand and agree that this Agreement shall be construed according to the laws of the State of South Carolina and that the forum and venue for any disputes or litigation arising out of any of the events, activities, or occurrences contemplated herein shall be brought and decided upon in a court of competent jurisdiction in Charleston County, South Carolina. In further consideration, I hereby agree and covenant to hold harmless, defend and forever indemnify Sensei Roy Y. Suenaka, The Wadokai Organization, The American International Ki Development and Philosophical Society (AIKDPS), Suenaka Martial Arts, and all affiliated organizations, dojos and schools, all officers, directors, instructors, students, shihans, visitors, guests, all firms, businesses, companies and corporations, lessors, and successors in interest, in their respective individual and official capacities, for any and all harm or injuries of whatever kind, in all matters, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, and all incidental and consequential damages on account of, because of, but for, or arising out of my participation in any aforementioned event, activity, or training, and to this Agreement I hereby forever bind myself, my agents, heirs, executors, administrators, assigns and successors in interest. Further, I hereby release all of the aforementioned and waive any and all claims for damages therefore. I agree that if any provision of this Agreement shall be held or deemed to be unenforceable, voidable or void, the remaining provisions hereof shall nonetheless be binding upon and enforceable against the parties hereto, their executors, administrators, personal representatives and assigns. It is my desire that this Agreement remain in effect indefinitely and until such time as I give written notice to Sensei Roy Y. Suenaka or his authorized representative of my intent to revoke the same, at which time I will no longer participate in any of the foregoing organizational events, activities, or training. I have read and fully understand this Agreement. I am aware of, and agree to abide by, the student handbook all rules, guidelines and policies of the AIKDPS, Wadokai, and Sen. Roy Y. Suenaka, which are subject to change without notice, and Sensei Suenaka is the sole arbiter of the foregoing. It is further agreed that a copy of this Agreement, including a facsimile, electronic or digital copy, is as good and valid as an original.

Signature of Participant _____

Date _____

Minor participant less than age 18: I/We, the parent(s), guardian, or person acting in loco parentis of the above-named minor participant hereby affirm that I/we have read and fully understood the foregoing and agree on behalf said minor to all of its covenants, terms and conditions. I/We also warrant that I/we am/are in fact the parent(s), guardian, or person duly authorized to act in loco parentis and assume sole and full responsibility for consenting to allow the said minor to so participate. I/We, in consideration of the said minor's participation, hereby agree to be bound by all of the foregoing terms and conditions.

Signature of parent(s)/guardian/in loco parentis _____ Date _____