

American International Ki Development and Philosophical Society (AIKDPS)

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

PROPRIETARY NAMES AND PHOTOGRAPHIC/AUDIO/VIDEO MATERIALS AGREEMENT AND RELEASE

I, _____, **print name of participant** whose signature is signed and affixed hereto below, for and in consideration of my being allowed to participate in this event or activity, I understand and agree to abide by all of the rules, guidelines, policies directives and the student handbook of the AIKDPS, Wadokai Aikido, Sen. Roy Y. Suenaka, and his designees, whether in oral or written format, which are subject to change without notice, and Sensei Suenaka is the sole arbiter of the foregoing. Use of drugs or alcoholic beverages, as well as any horseplay, is strictly prohibited, and shall be grounds for immediate dismissal. I understand, accept and assume all risks of participation and of any injuries to me that may occur as a result, in accordance with the Application, Agreement, Informed Consent to Participate in Organizational Event, Activity, or Training and Release, which I understand that I must execute prior to any participation. I also agree, as additional and further consideration for my being allowed to attend or participate in this event or activity, that the names of Sensei Roy Y. Suenaka, Suenaka Martial Arts, Suenaka School of Aikido, Suenaka-Ha Tetsugaku-Ho Aikido, Wadokai Aikido, American International Ki Development and Philosophical Society, AIKDPS, and any and all forms, portions, or parts thereof, and in addition, the names of Matsumura Seito Hakutsuru Shorin Ryu Karatedo and/or Kobudo (in the same context) and Sogo Kumikata Kyokai, all are proprietary in nature and are the sole and exclusive property and trade names of Sensei Roy Y. Suenaka. I agree that use any of the foregoing names, or any portions thereof, in any way, shape, or form, in connection with any style, method, or system of any martial art(s), or anything that could be construed as such, that I may have occasion to teach, show, or demonstrate, or any other activity or venture of any kind, whether for profit or otherwise, in which I may become involved, is strictly prohibited without the express, written permission of Sensei Roy Y. Suenaka. I agree that in any litigation arising out of such unauthorized use, as liquidated damages I will, at my sole cost and expense, reimburse Sensei Roy Y. Suenaka for any and all benefits and revenues derived from such use, for any costs to investigate, identify and account for such use and revenues, and for any attorneys fees and litigation expenses incurred as a result.

Furthermore, I understand and agree that the taking of any photographs, audio recordings or videos of any kind, of any AIKDPS or any aforementioned activity is strictly prohibited, without the express permission of Sensei Roy Y. Suenaka or his authorized representative. I understand and agree that any and all photographs, audio recordings and videos taken become the sole property of Sensei Roy Y. Suenaka, and may not be duplicated, reproduced, copied, disseminated, transmitted, or used in any way, shape or form, without the aforementioned express permission. As additional and further consideration of my participation, I hereby permit and authorize all photographic, audio recordings, video images and/or likenesses of me and any minor child or ward participant of mine to be used, copyrighted and/or distributed by Sensei Roy Suenaka, the said organizations, or his authorized representatives, for instructional or commercial purposes, and in any other manner they so choose. I hereby release, now and forever, on behalf of myself, my agents, heirs, assigns, and wards any and all claims I have or may have to any recordings, images and likenesses taken by me or a minor child/ward of mine, or of me or a minor child/ward of mine, and to their use, and I agree to pay any attorneys fees and litigation costs and expenses incurred by Sensei Roy Suenaka, the aforementioned organizations, or by authorized representatives on behalf of the forgoing, in the enforcement of this agreement.

I understand and agree that this application and 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 event or activity physically 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 application and 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 in a court of competent jurisdiction in Charleston County, South Carolina, to which jurisdiction, I hereby agree to submit. 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. I agree that my obligations under this agreement are ongoing and shall continue in perpetuity.

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/person in loco parentis _____ Date _____