

AGREEMENT AND RELEASE OF LIABILITY

I _____, the undersigned, in consideration of the services of **Julio Toribio, Seibukan Jujutsu, Enshin Itto Ryu Battojutsu and Contra Costa Budokan/CCB Martial Arts**, inclusive of instructors, officers, agents or representatives (hereinafter collectively referred to as "**Seibukan**") hereby agree to release and discharge **Seibukan**, on behalf of myself, my heirs, assigns, representative and estate as follows:

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

Initials

- 1. I understand and acknowledge that the activity, the martial arts training, I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. _____
- 2. I acknowledge that martial arts training involves strenuous physical activities and personal body contact, and that I will be participating in simulated attack situations which can be physically harmful and/or emotionally stressful and involves risks that may cause serious injury and in some cases death. I voluntarily assume the risk and danger of injury or death inherent in the practice and/or training of martial arts. _____
- 3. I RELEASE, DISCHARGE AND PROMISE NOT TO SUE **Seibukan** doing business under its own name or any other name and/or any of its owners, officers, employees and agents, for any loss, liability, damage, or costs whatsoever arising out of or related to my participation in the martial arts training and program including any loss, damage, or injury (including death) to my person or property that may arise from negligence (excluding gross negligence or willful misconduct) on the part of **Seibukan**. _____
- 4. I INDEMNIFY AND SAVE AND HOLD HARMLESS **Seibukan** and its employees and agents against any loss, liability, damage or cost that may incur arising out of or in any way connected with either my participation in **Seibukan** programs and martial arts training and my use of the **Seibukan dojo**. _____
- 5. I represent that, to the best of my knowledge, I do not have a health condition that would make it inadvisable for me to participate in **Seibukan** activities, and that I am not under the influence of alcohol and drugs, which is prohibited on **Seibukan** premises. _____

Photo, Video, and Sound Recording Release and Consent

*By signing this Photo, Video and Sound Recording Release and Consent Form, you are giving permission to **Seibukan** to take and use photographs, video or sound recordings of you or a minor in your supervision.*

- 1. You will not receive compensation for the use of your image, likeness, appearance, and voice now or in the future. **Seibukan** may use the photographs, video and sound recordings containing your image, likeness, appearance and voice in any manner or media related exclusively to the activities participated by the signatory party, including use on web pages, social media, and marketing materials. _____
- 2. You further give permission to **Seibukan** to use your name, biography, and any other personal data, events, or other material in or in connection with any such uses of the photographs, video and sound recordings relating to the aforementioned activities. All right, title, and interest in the photographs, video and sound recordings belong solely to **Seibukan**. _____
- 3. The photographs, video and sound recordings may be used in whole or in part, alone or with other recordings. The photographs, video and sound recordings may be used for any educational, institutional, scientific or informational purposes whatsoever, as well as Commercial use, exclusively related to the aforementioned activities. **Seibukan** has the right and may allow others to copy, edit, alter, retouch, revise and otherwise change the photographs, video and sound recordings at **Seibukan's** discretion. _____

Signature _____

Date _____

If under eighteen (18) years of age, parent or guardian must sign below.

I, the undersigned, as parent or guardian of the above minor, certify that I have read the above Liability Release and Indemnity Agreement and I consent to the minor's participation in **Seibukan** Programs and agree to the terms and conditions of the Liability Release and Indemnity Agreement for myself and for the minor.

Signature _____ Relationship _____

Date _____