

# Nichibukan Naginata Club

c/o John Prough 275 8<sup>th</sup> street #3, Jersey City, NJ 07302

## SEMINAR PARTICIPANT WAIVER OF CLAIM

This agreement is entered into by the participant in the activities of the Nichibukan Naginata Club a dojo of the Japanese Swordsmanship Society, Inc., such participant being, hereinafter referred to as "participant", and the Nichibukan Naginata Club, hereinafter referred to as "the Club". All provisions of this agreement granting protection to the Nichibukan Naginata Club a dojo of the Japanese Swordsmanship Society, Inc., shall also extend to any participants acting in the capacity of officers or instructors of the Nichibukan Naginata Club a dojo of the Japanese Swordsmanship Society, Inc. as well as any officers or instructors of the Japanese Swordsmanship Society, Inc.

The participant acknowledges that he or she is aware of the danger of physical injury necessarily attendant upon his or her engaging in the athletic activities of the Club. And, the participant agrees that in engaging in such athletic activities he or she does so at his or her own risk. And, that he or she fully assumes all responsibility for any injury or damages which he or she sustains as a result of engaging in such athletic activities. The participant fully releases and absolves the Club and its officers and instructors from any liability or responsibilities and waives any claims or right to claim against the Club and its officers and instructors arising from or connected with any injuries or damages resulting from the participant's engaging in any physical activities in the Club. This release and waiver shall apply whether or not any such physical injury is sustained while the participant is actually participating in the physical activity or is anywhere within the vicinity wherein such activity is being conducted, the risk assumed herein applying to the entire area in or about the conduct or such activity, regardless of physical location.

Moreover, the Club and its officers and instructors shall not otherwise be liable for injury or damage to person or property except as shall otherwise be specifically provided by law when such a provision as this shall exist. The intent herein and the agreement of the parties hereto is to exonerate the Club and its officers and instructors so far as shall be permissible by law, from any liability.

### Participant

(Please print) \_\_\_\_\_ Signature \_\_\_\_\_

### Participant's Parent or Guardian (If participant is under 18)

(Please print) \_\_\_\_\_ Signature \_\_\_\_\_

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