

WAIVER, RELEASE AND INDEMNITY AGREEMENT TO FOREVER HOLD HARMLESS

For and in consideration of permitting me to use a Japanese Samurai Sword, an inherently dangerous activity, and to participate in all actions associated with that use during any of the Suio Ryu Study Group Sessions held throughout the United States and Japan, I, the undersigned, do hereby voluntarily release, discharge, waive and relinquish any and all action or cause of action for personal injury, property damage or wrongful death occurring to me and arising as a result of my engaging or receiving instruction in said activity or any activities incidental thereto wherever or however the same may occur and for whatever period said activities or instruction may continue. I, for myself, my heirs, executors, administrators or assigns, do hereby release, waive, discharge and relinquish any action or cause of action, aforesaid, which may hereafter arise for me or for my estate, and agree that under no circumstances will I, my heirs, executor, administrator or assigns prosecute, present any claim for personal injury, property damage or wrongful death against any member of the Suio Ryu USA Organization, the Suio Ryu in Shimizu, Japan, the Suio Ryu Study Groups of the United States, the non-profit 501c3 corporation, Japan Cultural Arts Preservation Society, dba JCAPS, Sensei Kiyoshi Yamazaki, and any or all of the associate instructors or other individuals during the aforesaid activity for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise. (_____ Initial)

IT IS THE INTENTION OF _____ [your name] BY THIS INSTRUMENT TO EXEMPT RELIEVE AND FOREVER HOLD HARMLESS THE SUIO RYU USA, THE SUIO RYU OF SHIMIZU, JAPAN, THE NON-PROFIT 501C3 CORPORATION, JAPANESE CULTURAL ARTS PRESERVATION SOCIETY, DBA JCAPS, THE SUIO RYU STUDY GROUPS OF THE UNITED STATES, SOKE KATSUSE YOSHIMITSU KAGEHIRO OF SHIMIZU, SHIZUOKA PREFECTURE, JAPAN, ALL ASSOCIATES (INCLUDING BUT NOT LIMITED TO ASSOCIATE INSTRUCTORS) AND ANY OTHER INDIVIDUALS OR PARTIES INVOLVED IN THE USE OF THE JAPANESE SAMURAI SWORD AND OTHER WEAPONS OF ANCIENT JAPAN, BY ITS VERY NATURE A DANGEROUS ACTIVITY, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY OF THE AFORESAID INDIVIDUALS. (_____ Initial)

I understand that it is possible that I could be severely injured or killed while participating in actions associated with the use of a both sharp and unsharpened authentic Japanese Samurai Swords or other weapons. I therefore agree that in the event of a claim for personal injury, property damage or wrongful death, I, my heirs, my executor, my administrator or assigns, shall indemnify and hold harmless the Suio Ryu Study Groups of the United States and all of the aforesaid individuals, associations, and associated and

any other individual or parties providing instruction or assistance in the use of the Japanese samurai sword and other various weapons and unarmed combat, from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death. (_____ Initial)

I acknowledge that I have read the foregoing three paragraphs and have been fully and completely advised of the potential dangers incidental to or engaging in the activity and instruction of iaijutsu (the use of the Japanese sword), kenjutsu, kumi iai, kogusoku, jojutsu, naginata-jutsu, and, kusarigamma, including both armed and unarmed martial arts, and am fully aware of the legal consequences of signing below. (_____ Initial)

Signature

Print Name and Date

Witnessed by:
(Authorized Dojo Representative)

IN LAYMEN'S TERMS:

If you get hurt or killed while practicing/participating in and with the Suio Ryu at any function/class/activity/etc., sponsored/held/associated with the Suio Ryu, you or your heirs can't sue us! This is because by signing this form you acknowledge, i.e., you KNOW you are or will be using/working with weaponry and hand techniques which can hurt you and signing this form and participating in the class/function/activity you are responsible for your own choices. If you do get hurt during any of these sessions/functions/classes you can't sue us because you read through the above waiver releasing the right to sue and have agreed to it.