

# RONN SHIRAKI ACADEMY

A RELSON GRACIE JIU JITSU ASSOCIATION

## RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

*This **Liability Waiver Form** must be completed, and signed by the parent or guardian for each minor before participation in any Dagojits, LLC, a Hawaii Limited Liability Company dba Ronn Shiraki Academy (hereinafter "RSA") lesson, practice, tournament or open mat training session.*

FOR AND IN CONSIDERATION OF the minor athlete being permitted to participate in lessons, practices, tournaments, or open mat training sessions at RSA, the promises, covenants, conditions, representations, and warranties contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parent(s) and/or legal guardian(s) of the minor participant named below agree as follows:

1. The parent(s) and/or legal guardian(s) represents that the minor participant is physically fit to participate in such lesson, practice, tournament or open mat training session offered at RSA;

2. The parent(s) and/or legal guardian(s) will inspect the facilities and equipment to be used, and if he/she/they believes anything is unsafe, shall immediately notify an RSA representative of such condition and prohibit the minor athlete from participating. Furthermore, by allowing the minor athlete to participate as such, the parent(s) and/or legal guardian(s) affirmatively acknowledge and agree that the facilities and equipment used or in use is in fact safe;

3. THE UNDERSIGNED PARENT(S) AND/OR LEGAL GUARDIAN(S) HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE RSA, its members, managers, agents, and assigns, RONN T. SHIRAKI, his heirs, assigns, administrators and executors, REED T. SHIRAKI and/or any other owner of the premises in which RSA operates and their respective heirs, administrators, assigns, executors, agents, volunteers, directors, officers, and attorneys (collectively the "RELEASEES"), from any and all claims, demands, losses, actions, causes of action or suits arising out of any injuries, know or unknown, including but not limited to the death of the minor athlete, which have resulted or may in the future result, in whole or in part, from or in connection with the minor athlete's participation in any RSA lesson, practice, tournament, or open mat training session, including but not limited to any such claims of alleged negligence by RSA.

4. The parent(s) and/or legal guardian(s) understand and appreciate that while RSA will take precautions necessary to ensure that classes are taught in safe and nurturing environment, the sport and techniques of Brazilian jiu jitsu are inherently dangerous and agree to assume all risks of injury and/or death associated with the minor athlete's participation in any RSA lesson, practice, tournament, or open mat training session and fully indemnifies and holds harmless the RELEASEES from and against each and every liability, loss, cost, damage, and expense, including attorney's fees incurred by the RELEASEES in any matter arising out of or in connection with the minor athlete's participation in any RSA lesson, practice, tournament, or open mat training session.

This liability waiver/release applies to the following student athlete:

Minor Athlete's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND ACCEPTS THE LEGAL SIGNIFICANCE AND CONSEQUENCES OF SIGNING THIS AGREEMENT AND IS IN FACT SIGNING THIS AGREEMENT FOR THE PURPOSES SET FORTH HEREIN.

Printed Parent or Guardian's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No. \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_