

**Utsusemi Aikikai, LLC d/b/a Houston Bay Aikido and Aikido of Galveston  
DISCLAIMER, RELEASE, AND INDEMNITY AGREEMENT**

**DISCLAIMER:** Utsusemi Aikikai, LLC d/b/a Houston Bay Aikido and Aikido of Galveston, its owners (including Ken McGrew), officers, directors, customers, employees, volunteers, members, and all other representatives (collectively "Utsusemi") are **not liable or responsible** for any injury, loss, or damage of any kind related to, arising from, or in any way connected with my participation in martial arts instruction, training, competition and all related activities including injury, loss, or damage of any kind (collectively "Martial Arts") whether: (1) caused by the negligence of Utsusemi or others; or (2) provided at 400 Hobbs Road, League City, Texas 77573, 2428 Mechanic St., Galveston, Texas 77550, or anywhere else.

**ASSUMPTION OF RISK:** In consideration for my participation in Martial Arts, I **acknowledge that I am aware of the possible risks and dangers and hazards** associated with my participation in Martial Arts, including the **possible risk of severe or fatal injury to myself and others**. These risks include but are not limited to: (1) the possibility of bodily injury (e.g., broken bones, dental damage, soft tissue damage) from physical contact, stretching, rolling, falling down, or being knocked down, thrown or punched, (2) risks associated with the use of weapons such as knives, swords, guns, clubs and staffs, whether wooden or real; (3) risks associated with Martial Arts such as personal touching and contact, and exposure to bodily fluids, including blood; (4) the possibility of real or personal property damage; (5) risks associated with any form of transportation to and from Martial Arts. Knowing these risks, I **assume full responsibility for any and all risks associated with my participation in Martial Arts**, whether caused by Utsusemi's negligence or otherwise.

**INDEMNIFICATION AND RELEASE OF LIABILITY:** In consideration for Utsusemi permitting me to voluntarily participate in Martial Arts, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** associated with, related to, or arising out of my participation in Martial Arts, including those risks caused by the negligence of Utsusemi or otherwise;
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE** sustained because of my participation in Martial Arts, including injury, loss, or damage caused by the negligence of Utsusemi or otherwise;
3. **TO RELEASE, WAIVE, AND FOREVER DISCHARGE** Utsusemi from any and all liability, claims, demands, actions, rights of action, or damages of any kind related to, arising from, or in any way connected with my participation in Martial Arts, whether caused by the negligence of Utsusemi or otherwise;
4. **TO DEFEND, HOLD HARMLESS AND INDEMNIFY** Utsusemi:
  - a. From any and all liability for any damage or injury to the person or property of any third party resulting from my participation in Martial Arts, including liability related to the negligence of Utsusemi or otherwise; and
  - b. From any and all claims, demands, actions, rights of action, or damages of any kind related to, arising from, or in any way connected with my participation in Martial Arts, including those arising from the negligence of Utsusemi or otherwise.

**ACKNOWLEDGEMENT AND CONSENT TO MEDICAL TREATMENT:** If a medical emergency occurs during my participation in Martial Arts, I consent and authorize Utsusemi to: (1) preform emergency medical and/or dental care and treatment necessary to preserve my health; and (2) take measures, such as contacting emergency medical services and arranging for transportation to the nearest medical facility. No guarantees have been made as to the effect of such examinations or treatment. I am responsible for and will **DEFEND, IDEMNIFY AND HOLD HARMLESS Utsusemi for all charges** arising from any care or treatment rendered during any medical emergency.

**ACKNOWLEDGEMENTS:** I agree this Disclaimer, Release, and Indemnity Agreement is intended to be as **broad and inclusive** as permitted by Texas law. I am physically sound and not suffering from any medical or emotional condition that would interfere with my participation in Martial Arts. I am not required to participate in any activity I perceive, suspect or fear to be beyond my capacity to safely perform without injury to myself or others. I understand and acknowledge there is no obligation or requirement of any kind to consume alcohol or ingest any food or supplement to participate in Martial Arts.

I **have read this Disclaimer, Release, and Indemnity Agreement** and have signed it voluntarily and intend my signature to be a complete and unconditional release of liability, to the greatest extent allowed by law, by me and my assigns, heirs, next of kin, and personal representatives. I am not relying upon promises, conditions, inducements or other consideration not expressly stated in this Agreement. **I WAIVE AND DISCLAIM any claims I was fraudulently induced to enter into this Agreement.**

**SEVERABILITY:** If any part of this Disclaimer, Release, and Indemnity Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**Agreed and Accepted:**

Participant's Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

**If Participant is under the age of 18, complete the following:**

I (printed name) \_\_\_\_\_, am the parent or legal guardian of the above identified participant. I hereby consent to participant's participation in Martial Arts and agree to these terms for myself and on behalf of participant.

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_ Tel: \_\_\_\_\_