



Nippon Budō Seishin-Kan

Membership Application, Participation Agreement, Waiver, and Release of Liability

NOTICE: READ CAREFULLY BEFORE SIGNING. DO NOT SIGN UNLESS YOU ARE WILLING TO RELEASE THE NIPPON BUDŌ SEISHIN-KAN FROM ALL LIABILITY AND WAIVE YOUR RIGHT TO SUE FOR YOUR INJURY OR DEATH.

I, _____ (or my parent or legal guardian acting in my behalf), hereby request permission to participate in the instruction and training activities, including competitions and public demonstrations, of the **Nippon Budō Seishin-Kan** (hereinafter referred to as the “**Seishin-Kan**”). By requesting this permission, **I hereby certify that I understand and agree to the following terms and conditions:**

- 1. ACTIVITIES:** I will be engaging in training, performance, competition, and demonstration of authentic Japanese and/or Okinawan martial arts, as well as traveling to and from such activities (hereinafter called “Activities”).
- 2. INHERENT RISKS:** I understand that the purpose of these martial arts is the infliction of injury and death on opponents, that these martial arts are extremely dangerous, and their practice and use can and may result in severe injury, permanent dismemberment or disability, or death to myself or other participants. I recognize that martial arts practice entails being punched, kicked, struck, unbalanced, thrown, falling, being choked, struck with weapons, handling weapons, running, jumping, and strenuous physical exertion. I acknowledge that the inherent risks of these activities include, but are not limited to, cuts, abrasions, bruises, pulled and strained muscles, sprains, torn ligaments, dislocation of joints, concussions, broken bones, loss of teeth, loss of hearing, loss of vision, loss of limbs, head and spinal injuries, paralysis, mental and emotional trauma, and other hazards (hereinafter called “Inherent Risks”).
- 3. WEAPONS:** The Activities in which I will be participating include the use of a variety of weapons, including, but not limited to swords, knives, firearms, clubs and cudgels, staves, sickles, oars, spears, and others that are designed specifically to inflict injury and death (hereinafter called “Weapons”), that my training will involve defending against realistic attempts to inflict injury and death on me with these Weapons, and that such practice and use of these Weapons can and may result in severe injury, permanent dismemberment or disability, or death to myself or other participants.
- 4. RESPONSIBILITY:** While reasonable efforts will be made to conduct the martial arts Activities safely, the nature of training to defend against realistic attacks involves being attacked with full speed and force using hands, feet, knees, elbows, other surfaces of the body, and with a variety of lethal Weapons, so **the primary responsibility for my safety rests solely with me**, my attentiveness, and my ability to correctly execute defensive techniques.
- 5. DUTY TO INSPECT:** I also acknowledge that it is my sole and personal duty and responsibility to inspect and ensure that any Weapon, device, implement, or equipment I use in my participation in these Activities is free from defect and in good condition, order, and repair—whether they are furnished by myself, the Seishin-Kan, or other participants—and that it is my responsibility to immediately discontinue my Activities if I have any cause or reason to otherwise believe. I accept sole responsibility for any injury, dismemberment, disability, or death resulting from my use of such weapons, devices, implements, or equipment.
- 6. HEALTH:** I certify that I am physically sound, and suffering from no physical condition, illness, impairment, injury, or disease that would limit or prevent my participation in vigorous physical activities. I also certify that I have no communicable disease, including but not limited to, AIDS, HIV, or Hepatitis, that could jeopardize the health or safety of other participants. Should I experience any such physical condition, illness, impairment, injury, disease, or symptom thereof, I will immediately discontinue my participation and notify the Seishin-Kan of my condition, both for my own safety and the safety of others. **I confirm that I have resolved to my satisfaction any concerns about my health, physical condition, or ability to participate in or observe the activities described herein with my physician before deciding to participate.**

7. **VOLUNTARY PARTICIPATION:** I further certify that I am voluntarily participating in the Activities described herein and using equipment, Weapons, implements, and devices with full knowledge and understanding of the risks involved. **I hereby assume all risks inherent in such activities, including the risks of injury, damages, or death while participating in such activities.** In consideration of my being permitted by the Seishin-Kan to participate in said activities, I, my heirs, successors, personal representatives, and assigns, hereby release, discharge, indemnify, and hold harmless (in other words, **I AGREE NOT TO SUE**) the Seishin-Kan, its officers, agents, trustees, directors employees, instructors, and participants from any and all claims, actions, suits, costs, expenses, injuries, or damages arising out of said activities (in other words, **I CAN NOT SUE, EVEN IF IT IS THEIR FAULT**). I certify that I have adequate insurance to cover any injury or damage that I may sustain or incur from said activities, or else I agree to bear the cost of any such injury or damage myself. I further certify that I am willing to assume the risk of (in other words, **PAY FOR**) any medical or physical condition I may have, incur, or sustain in said activities.
8. **EMERGENCY TREATMENT:** **I hereby grant permission for, and authorize the provision of, emergency medical treatment for myself if I become ill or injured in said Activities.**
9. **MISUSE:** I understand that in the course of my training, I will be taught techniques that can be used to injure, maim, dismember, and kill people. I pledge not to use any such techniques in a wrongful manner, and I accept the sole responsibility for my actions should I do so. I further understand that the Seishin-Kan will vigorously pursue my prosecution to the full extent of any applicable civil, tort, or criminal laws should I willfully misuse the techniques taught to me.
10. **AGREEMENT:** **I have carefully read this release in its entirety. I fully understand its contents. I am aware that it is a release of negligent liability and that I am giving up my right to sue for damages. I sign it of my own free will and agree to be bound by all of its terms and conditions.**

Printed Name of Participant: _____ Birth Date: _____

Signature of Participant: _____ Date: _____

Printed Name of Parent/Guardian: _____
(if Participant is under 18 years of age)

Signature of Parent/Guardian: _____ Date: _____

CONTACT INFORMATION: Male Female

Street Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: (_____) _____ Evening Phone: (_____) _____

Mobile Phone: (_____) _____ Email: _____

Other/Emergency Contact: _____ Phone: (_____) _____

----- **SEISHIN-KAN USE ONLY BELOW** -----

Date Application Received: _____ App. Received by: _____

Date Reference Received: _____ Ref. Received by: _____

Recommendation Verified by: _____ Date Verified: _____

Membership Interview by: _____ Date Interviewed: _____