

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES at INTERNATIONAL KARATE FEDERATION (hereinafter "IKF"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus/Covid-19 and other Infectious disease (hereinafter the "CORONAVIRUS AND INFECTIOUS DISEASES") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding CORONAVIRUS AND INFECTIOUS DISEASES and I acknowledge and understand that that the circumstances regarding CORONAVIRUS AND INFECTIOUS DISEASES are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with CORONAVIRUS AND INFECTIOUS DISEASES, which I readily acknowledge, I hereby willingly choose to participate at IKF.
3. I acknowledge and fully assume the risk of illness or death related to CORONAVIRUS AND INFECTIOUS DISEASES arising from my, or my minor child/children being on the premises and/or participating off the premises in the IKF activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity to contract) IKF, their owners, officers, directors, agents, instructors, assistant instructors, employees, owner of the building, representatives and assigns (the "RELEASEES") from any liability related to CORONAVIRUS AND INFECTIOUS DISEASES which might occur as a result my being on or off the premises and participating in the IKF activities.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of CORONAVIRUS AND INFECTIOUS DISEASES or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Hawaii.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES ENTIRELY AT MY OWN RISK. I AM ASSOCIATED WITH THE RISK TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS). ECONOMIC OR EMOTIONAL LOSS, AND DEATH.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this \_\_\_\_ day of \_\_\_\_\_, 2022

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

NAMES OF MINOR CHILD(REN): \_\_\_\_\_