

**RELEASE AND WAIVER OF LIABILITY  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT  
CANADA WEST FALL TOURNAMENT  
OCTOBER 13, 2018**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the Canada West Fall tournament to be held October 13, 2018 or being permitted to enter into for any purpose any area in which any part of the tournament is conducted or any area which is connected to the tournament (including, without limiting the generality of the foregoing, travelling to and from the tournament before and after the tournament) (collectively, the "Event"), THE UNDERSIGNED, for him- or her-self, his or her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he or she has or will immediately upon entering any area connected to the Event, and will continuously thereafter, inspect the area which he or she enters and he or she further agrees and warrants that, if at any time, he or she is in or about such an area and feels anything to be unsafe, he or she will immediately advise the leaders of the Event of such and will leave the area and/or refuse to participate further in the Event.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the leaders or officials of the Event, the other participants, Canada Shotokan Karate, Canada Shotokan Society, Shotokan Karate of America, the promoters, participants, sanctioning organizations or any subdivision thereof, operators, owners, officials, sponsors, advertisers, owners and lessees of premises used to conduct the Event, premises and Event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or the Event and each of them, their directors, officers, agents, and employees, (all for the purposes herein referred to as "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATING TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE (WHETHER SIMPLE OR GROSS) OF THE Releasees OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COSTS they may incur arising out of or related to the Event WHETHER CAUSED BY THE NEGLIGENCE (WHETHER SIMPLE OR GROSS ) OF THE Releasees OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Event whether caused by the NEGLIGENCE (WHETHER SIMPLE OR GROSS) OF Releasees or otherwise.

5. HEREBY acknowledges that THE ACTIVITIES OF THE Event MAY BE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. The UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT (WHETHER SIMPLE OR GROSS) RESCUE OPERATIONS OR PROCEDURES OF THE Releasees.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts or negligence (WHETHER SIMPLE OR GROSS) by the Releasees, INCLUDING NEGLIGENT (WHETHER SIMPLE OR GROSS) RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP ESSENTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE

GREATEST EXTENT ALLOWED BY LAW. I understand that I am not required by law to sign this Release, that I am permitted to participate in the Event only because I have agreed to sign it, and that the Releasees are relying on my signing it in allowing me to participate in the Event.

Effective as of October 13, 2018.

Age as of October 13, 2018: \_\_\_\_\_

\_\_\_\_\_  
Print name

BY SIGNING THIS DOCUMENT YOU ARE GIVING UP YOUR RIGHT TO SUE.

\_\_\_\_\_  
Signature

If the person to whom this Waiver applies is under 19 years old on October 13, 2018, then a parent or legal guardian must sign this form.

BY SIGNING THIS DOCUMENT YOU ARE GIVING UP YOUR CHILD'S RIGHT TO SUE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Relationship to Child