

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

In consideration of being allowed to participate as a guest in the \_\_\_\_\_, held on \_\_\_\_\_ with the Southeast Japanese School (hereinafter "Southeast Japanese School & Community Center" or "SEJSCC"), I (we), the undersigned Participant (hereinafter "Participant"), acknowledge and agree that:

**Release and Waiver:** The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the SEJSCC and its member clubs, or any subdivision thereof, and each of them, their officers and employees, volunteers, agents, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the Event, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**Indemnification and Hold Harmless:** The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

I (we) have read this Release of Liability and Assumption of Risk Agreement<sup>1</sup>, understand its terms, and sign it freely and voluntarily without any inducement.

X \_\_\_\_\_  
Participant's Signature                      Age                      Date  
X \_\_\_\_\_  
Print Name                                      (minors only)

**FOR PARENTS/GUARDIANS OF MINOR PARTICIPANTS**

(under age 18 at time of execution)

This is to certify that I (we), as parent/guardian with legal responsibility for this minor participant, do consent and agree to his/her release as provided above of all the Releasees and, for myself (ourselves), my (our) heirs, assigns, and next of kin, I (we) release and agree to defend, indemnify and hold harmless the Releasees from any and all liabilities, claims or damages arising out of or related to my (our) minor child's involvement or participation in the program or activities as provided above, to the fullest extent permitted by law.

X \_\_\_\_\_                                      X \_\_\_\_\_  
Father's Signature                                      Print Name  
X \_\_\_\_\_                                      X \_\_\_\_\_  
Mother's Signature                                      Print Name  
X \_\_\_\_\_                                      X \_\_\_\_\_  
Legal Guardian's Signature (if applicable)                                      Print Name  
\_\_\_\_\_  
Date    \_\_\_\_\_  
Emergency Phone Number

\_\_\_\_ I give permission to the SEJSCC to use photographs and/or images of my child at this Event in newsletters, promotional material, cable & broadcast TV & other electronic media without payment.

<sup>1</sup>Participant is qualified, in good health, and in proper physical condition to participate therein; that knows that there are certain inherent risks and dangers associated with the Event; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks.