

LIABILITY WAIVER

In consideration of participating in activities, including without limitation karate instruction, testing, optional sightseeing, and meals (the "Activities") provided by Bugei Fever, LLC, d/b/a Desert Valley Shotokan, American Shotokan Karate, the Central Illinois Shotokan Karate Association, Central Illinois Shotokan, and the Valley of the Sun YMCA (the "Companies") and for other good and valuable consideration, the receipt of which is acknowledged, the participant named below (the "Participant") freely and voluntarily signs this Liability Waiver and agrees to the terms and conditions set forth herein. As used herein, the term "Releasees" means and includes all the following: the Companies and their affiliates and respective managers, members, shareholders, officers, directors, employees, agents, contractors, representatives, volunteers, successors and assigns and all other participants (collectively, the "Releasees").

The Participant understands the nature of the Activities and represents that the Participant is (i) in good health and in proper mental and physical condition to participate in the Activities, and (ii) not subject to any mental or physical health limitations that would prevent the Participant from safely engaging in the Activities. The Participant acknowledges and agrees that if the Participant believes conditions are unsafe, the Participant will immediately discontinue participation in such Activities. The Participant shall observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by employees or representatives of the Companies.

The Participant fully understands that (i) the Activities involve risks of illness, serious bodily injury, including permanent disability, paralysis and death, which may be caused by the actions or inactions of the Participant, those of others participating in the Activities, the conditions in which the Activities take place, or the gross negligence, negligence or any other conduct of the Releasees; (ii) there may be other risks either not known to the Participant or not readily foreseeable at this time; and (iii) the Participant fully accepts and assumes all such risks and all responsibility for injuries, losses, costs, and damages that may be incurred as a result of participation in the Activities.

The Participant and each of his or her heirs, assigns and next of kin, hereby freely waives any and all rights and releases the Releasees from any and all losses, damages, claims, demands, charges, liabilities, actions, causes of action, and suits, of every name and nature, arising out of any illness or injury of any kind, to the Participant, whether the result of gross negligence of the Releasees, negligence of the Releasees, or any other conduct of the Releasees or cause, including without limitation dangerous or defective equipment or property or negligent rescue operations, and absolves the Releasees of any responsibility, and hereby agrees to defend, indemnify and hold harmless the Releasees.

The Participant and each of his or her heirs, assigns and next of kin, agrees that execution of this Liability Waiver constitutes (i) an unqualified assumption of all risks associated with the Activities; (ii) a full and final release, waiver and discharge of liability of the Releasees; (iii) an understanding not to sue the Releasees for any loss, cost or damage arising from the Activities; and (iv) an agreement to defend, indemnify and save harmless the Releasees from any litigation expense, legal fees, liability, damage, award or cost of any type that the Releasees may incur due to any claim made against any of the Releasees. The Participant shall be liable for all costs associated with any damage to equipment or facilities caused as a result of the actions, neglect or recklessness of the Participant.

The Participant agrees to be financially responsible and acknowledges that there can be no reimbursement for any type of out-of-pocket expenses, including but not limited to, health insurance

deductibles, transportation charges, hospital charges, physician office charges, diagnostic tests or procedures, treatments, including but not limited to, surgery, medications, crutches, slings, bandages or physical therapy.

The Participant grants permission for the Companies to summon emergency aid from local police, fire, hospital, emergency medical technician, and other emergency services, if deemed necessary by any of those Releasees or other participants in attendance at the time of any incident or injury. The Participant releases permission for use of the Participant's image for promotional material including brochures, advertisements, videos or websites.

This Liability Waiver is governed by the laws of the State of Arizona. If any provisions of this Liability Waiver are held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

THE PARTICIPANT HAS CAREFULLY READ THIS DOCUMENT AND UNDERSTANDS THAT THE RELEASEES ARE RELYING ON THE WARRANTIES, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND RELEASE WHEN ACCEPTING THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES.

Emergency Contact Name: _____ Phone: _____

Participant Name (Print): _____ Date of Birth: _____

Participant Signature (if not a minor): _____ Date: _____

Participant Address: _____

Phone: _____ E-Mail: _____

If under 18, a parent or guardian must complete the section below

I/we, parent(s) and/or legal guardian(s) of the above Participant, am 18 years of age or older and mentally competent to enter into this Liability Waiver on behalf of the Participant listed above. I/we have read and understand and agree to the terms of this Liability Waiver and sign it freely, voluntarily and unconditionally on behalf of myself, my spouse (if any), the above Participant, and each of our respective heirs, assigns and next of kin.

Parent or guardian signature if minor Participant: _____ Date: _____

Parent or guardian full name (Print): _____

Parent or Guardian Address: _____

Phone: _____ E-Mail: _____

If second parent/legal guardian is present:

Parent or guardian signature if minor Participant: _____ Date: _____

Parent or guardian full name (Print): _____

Parent or Guardian Address: _____

Phone: _____ E-Mail: _____

What to do with your document

Print out the liability waiver to provide to the participants. Make sure it is completed in its entirety for each participant. We recommend that a separate waiver be used for each participant.

It's important that each participant is made aware of the risks associated with the activity, reasonable steps are taken to ensure they are physically able to participate in the activity, and they're given the necessary instruction to safely participate in the activity. Consider documenting or recording each participant's training. It is not enough to have the waiver signed and hope for the best.

A liability waiver isn't enforceable unless it is signed. If the participant is a minor, the waiver must be signed by a parent or guardian (parent is better). If both parents or guardians are present, both should sign the waiver.

Some states will enforce a liability waiver; other states limit enforceability depending upon the circumstances surrounding execution and the activity; and others won't enforce one at all (though it still can't hurt to have one signed as it may discourage someone from initiating a lawsuit). If you have questions regarding the enforceability of a liability waiver in your state, please consult an attorney.

We also suggest that you send the liability waiver to your insurance company so they are aware of the waiver you are using.