

# WARNING, WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK

This agreement **MUST BE SIGNED BEFORE STARTING ANYTHING** by all persons who wish to participate in any Hoshin Kanri LLC Class, Event, or Activity

In consideration of being allowed to participate in any way in the classes, events, and/or activities of Hoshin Kanri LLC , I,

Participant's Name:

AGE:

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Phone:

Email:

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Address:

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Parent/Guardian Name (of minor child participant):

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Emergency Contact Name: Phone:

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1. Recognize and understand that martial arts training/personal training is an activity that involves physical contact and that my participation might result in serious injury, including permanent disability or even death, and severe social and economic loss.
2. Recognize and understand that such risk may be due to not only my own actions, but also the action, inaction or negligence of others, the regulations of participation, or the conditions of the premises, or of any of the equipment used.
3. Recognize that there may be other risks that are not known to me or to others or not reasonably foreseeable at this time.
4. Agree to inspect the facilities, equipment and pairings prior to participation. I will immediately inform an instructor if I believe that anything is unsafe or beyond my capability and refuse to participate.
5. Assume all the foregoing risks and accept personal responsibility for any damages that may result from injury, permanent disability or death.
6. Enter martial arts training and/or competition entirely of my own free will and understand the importance of following the rules of training and competition.

7. I certify that I am in good physical condition, and have no disease, injury or other condition that would impair my performance or physical and mental well-being during intense training practice and/or competition.

8. Grant permission in case of injury to have a doctor, nurse, athletic training or other emergency medical personnel provide me with medical assistance or treatment for such injury.

9. Release, waive, discharge and covenant not to sue, Hoshin Kanri, LLC, its affiliated organizations and governing bodies, their officers, instructors and personnel, other members of the organizations, participants, supervisors, coaches, sponsoring organizations or their agents, and if applicable, owners and leasers of the premises from any and all liability to the undersigned, his or her heirs and next of kin for any and all claims, demands, losses and damages which may be sustained and suffered on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.

**I HAVE READ** the above warning, waiver, release, and assumption of risk. **I FULLY UNDERSTAND ITS CONTENTS, AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT.** I hereby **sign it voluntarily** without any inducement, assurance, or guarantee being made to me and intend **MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.**

Participant's Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Payment Agreement for Hoshin Kanri LLC

I understand and agree that **I am financially responsible** for the payment of all services received in the amount stated below. I agree to pay the amount in the time period stated below.

I understand that **any remaining balances** not paid in full will accrue a monthly **service charge of \$15**.

I understand that if my payment is **not paid within 5 days of the pay period** there will be a **late fee of \$15 added to the balance**. Payment shall be deemed delinquent if not received at the payment date. If any scheduled payment related to this agreement is deemed delinquent during the term of this agreement, the agreement shall be considered to be in default, and the entire amount, penalty, and interest owed shall be due and payable immediately.

For professional services rendered [Martial Arts Training], I agree to pay Hoshin Kanri LLC the total sum of \$\_\_\_\_\_.

If I am late, I agree to pay the total sum of \$\_\_\_\_\_.

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Payment Amount: \_\_\_\_\_

Payment Due:

Monthly     Biweekly     Weekly     Per Session

First Payment Date: \_\_\_\_\_

Date of Next Payment: \_\_\_\_\_

Last Payment Date: \_\_\_\_\_

Client Signature

Date

# Hoshin Kanri LLC Photo Release Form

**I grant permission to Hoshin Kanri, LLC., and its agents or employees, to use photographs taken of me or my minor child/children in classes or events of Hoshin Kanri LLC. for use in publications such as brochures, newsletters, and magazines, and to use the photographs on display boards, and to use such photographs in electronic versions of the same publications or on Hoshin Kanri, LLC. web sites or other electronic forms or media, and to offer them for use or distribution in other non-company publications, electronic or otherwise, without notifying me.**

I hereby **waive any right to inspect or approve the finished photographs** or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and **I waive any right to royalties or other compensation** arising from or related to the use of the photograph.

**I hereby agree to release, defend, and hold harmless** Hoshin Kanri, LLC. and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper or via electronic media, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

**I have read and understand the above:**

Participant's Printed Name

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Parent or Guardian if under 18

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Signature (Parent or Guardian if under 18)

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Date

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