

Name: Last _____ First _____ M.I. ____ Sex: (M / F)
Address _____
City _____ State ____ Zip _____ Phone _____
Date of Birth _____ Email _____

Emergency Contact:
Name _____ Phone _____ Relationship _____

Do you have any previous martial arts experience? Yes No
If yes, please list the art(s) and rank you have achieved _____
Are you currently practicing martial arts at another school? Yes No
If yes, please list the name of the school _____

Please list all health and medical conditions _____

Student Agreement and Waiver

This Student Agreement and Waiver (“Agreement”) is between Juneau Aiki Dojo (“Dojo”), and the undersigned applicant. By signing this Agreement, you acknowledge that you will be bound by the provisions of this Agreement and the terms and provisions of any Dojo Rules incorporated herein by reference.

1. Release, Waiver of Liability & Indemnification Agreement. You, on behalf of yourself and any dependent(s), represent and agree as follows: (a) that you understand that the use of the Dojo’s facilities, equipment, services, programs, and premises includes an inherent risk of injury to persons and property; (b) that you are in good physical condition and have no disabilities, diseases, or other conditions that could prevent you from exercising or using the Dojo facilities without injuring yourself or impairing your health; and (c) that you have consulted a physician concerning your contemplated activities at the Dojo and whether the contemplated activities will expose you to risk of injury or impairment to your health and that your physician has approved your contemplated activities at the Dojo. You understand that the risk of injury includes, but is not limited to, injuries arising from or relating to the use by you of the Dojo training area, changing areas, and other Dojo facilities including locations used for seminars and events outside the dojo; injuries arising from or related to participation by you or others in supervised and unsupervised activities or programs throughout the Dojo; injuries or medical disorders arising from or relating to use of the Dojo’s facilities, such as heart attack, stroke, death, heat stress, sprains, strains, broken bones, and torn muscles, tendons, and ligaments, among others; and accidental injuries occurring anywhere in the Dojo including lobbies, hallways, training areas, changing rooms, restrooms, or activities associated with the Dojo which are carried on anywhere while you are traveling to or from the Dojo, or at locations used for seminars and events outside the dojo. Accidental injuries include those caused by you, those caused by other persons and those of a slip and fall nature. If you have any special training requirements or limitations, you agree to disclose them to the Dojo before using the Dojo facilities or when seeking help in establishing or carrying on a training program. You hereby agree that all exercises and use of Dojo facilities, equipment, services, programs, and premises, including locations used for seminars and events outside the dojo are undertaken by you at your sole risk. By your execution hereof, you hereby waive all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property arising out of or in any way connected with you or your dependent’s use of the Dojo facilities, premises, equipment, services or programs, seminars, or events, including those arising out of any active or passive negligent act or omission of the Dojo, except for those claims which may arise from the gross negligence or willful misconduct of the Dojo which you or any dependent may have hereafter against the Dojo, its management, administrators, shareholders, partners, officers, directors or employees and their heirs, successors and assigns (hereinafter the “Dojo”), and do hereby release the Dojo on your behalf and on behalf of any dependents, and agree to hold the Dojo absolutely harmless from all claims, damages, injuries, damages, actions, suits, or causes of action. **You acknowledge that you have carefully read this Waiver and Release and fully understand it is a release of liability. You are waiving any right that you may have to bring a legal action to assert a claim against the Dojo for its negligence.**

2. Severability. If any provision or part of this Agreement is held unenforceable, such unenforceability shall not affect the other provisions, or the other parts of such provisions, of this Agreement.

3. Costs and Attorney’s Fees. If any action, suit, arbitration, or other proceeding is brought relating to the enforcement or interpretation of this Agreement, the prevailing party shall recover all of its costs incurred therein and in all appeals or petitions there from, including without limitation, court costs and reasonable attorney’s fees. This section shall not be deemed to provide for the award of attorney’s fees for personal injury or non-contractual claims.

4. Arbitration of Disputes. All claims or disputes arising out of or relating to this Waiver, its interpretation, performance or breach, including without limitation the validity, scope and enforceability of this Agreement and all claims or disputes arising out

of or relating to your use of the Dojo's facilities, equipment, services, programs, or premises shall be subject to binding arbitration before the American Arbitration Association in accordance with the Commercial Dispute Resolution Procedures and judgment upon the award may be entered in any court having jurisdiction thereof. By executing this Waiver, you hereby agree to submit to the jurisdiction of courts of competent jurisdiction in the City and Borough of Juneau. The laws of the State of Alaska, including its statutes of limitations applicable to the commencement of a lawsuit, shall apply to this arbitration and to the commencement of arbitration hereunder. Arbitration proceedings under this Waiver may be consolidated with those of other parties if the arbitration proceedings arise from the same transaction or relate to the same subject matter. Consolidation will be by an order of the arbitrator in any pending cases or, if the arbitrator fails to make such an order, the parties may apply to any court of competent jurisdiction for such an order. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under applicable law and shall be responsible for all reasonable attorney's fees and costs associated with bringing such a motion.

5. Entire Agreement and Modification. This Agreement, together with the Dojo Rules and any amendments thereto, incorporated herein by reference, will constitute the entire Agreement between you and the Dojo relative to your membership. You acknowledge that no other Agreement exists between you and the Dojo relative to your visitation and that no representations, other than those set forth in this Agreement, have been made to you to induce you to make this Agreement. Your Agreement with the Dojo can be modified only in writing subject to the express written agreement by the Dojo and can be terminated only as set forth in this Agreement. You, the undersigned, further expressly agree that the foregoing Agreement, including the Release, Waiver of Liability, and Indemnification Agreement contained therein is intended to be as broad and inclusive as permitted by the laws of the State of Alaska, that it shall apply to any period of training or any prior or subsequent training period of yours or any dependent, and to any period during which you or any dependents use the Dojo facilities.

Student Signature

_____ **Date** _____

Authorized Signature (parent or guardian)

_____ **Date** _____

Dojo Administrator

_____ **Date** _____