

USA JUDO MEMBERSHIP WAIVER

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Wavier and Release of Liability agreement by affixing my signature below and that these statements are being accepted by United States Judo, Inc. dba: USA Judo (USJI) in consideration of allowing me to become a member of USJI and permitting me to participate in any USJI club activity or sanctioned event. I further acknowledge that my statement is being relied upon by USJI clubs, officials, volunteers, sponsors, administrators, and other parties who may be deemed "Released Parties."

- 1. I acknowledge that the sport of Judo carries with it the potential for death and serious injury. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in Judo, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any event which I elect to participate in. I have no physical or medical condition which would endanger myself or others if I participate or would interfere with my ability to safely participate. I accept responsibility for the condition and adequacy of the facility the event is being conducted in. I assume responsibility for the condition of my equipment and/or apparel for which I will be participating in.
- 2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE USJI, its clubs, event sponsors, staff, administrators, officials, volunteers and any and all other persons or entities involved with an event, including states, cities, towns and other governmental bodies where an event takes place and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties") from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims") alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations, for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from any USJI sanctioned event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to providing or failure to provide first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical or hospital expenses.
- 3. I acknowledge and ASSUME ALL OF THE RISKS associated with participation in Judo. I acknowledge that the sport of Judo may be dangerous and I understand that I will be participating in any Event at my own risk, that I am responsible for the risk of participation in an Event and that I am waiving and releasing my legal right to sue for any injury or damages arising out of or resulting from my participation in an Event including possible exposure to and illness from infectious diseases (including, but not limited to COVID19). I further understand that any injury or damages incurred may be the result of negligence, omission, or carelessness by the Release Parties.
- 4. I FURTHER COVENANT AND AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY AND HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made or liabilities assessed against them, including but not limited to attorney's fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver and Release Agreement, my breach or failure to abide by any of USJI's Rules, and my actions or inactions which cause injury or damage to any other person.
- 5. I agree and give permission to be filmed and photographed under conditions approved and authorized by USA Judo, to include the use of my name, biographical information, public appearances, interviews, photographs, portrait and motion pictures and television recordings of my judo performance/participation and grant to USA Judo and Organizers the right to record and make use of the same, and to authorize others to do so in promoting the competition and the success of the judo team on which I compete, to promote the image of USA Judo, its sponsors and advertisers, and the sport of amateur judo, and to fund the activities of the USA Judo.
- 6. The parent or legal guardian who signs the Waiver and Release Agreement on behalf of a Minor hereby acknowledges that he or she has the legal capacity and authority to act on behalf of the Minor and to legally bind the Minor to the Waiver and Release Agreement. The parent or legal guardian who signs and agrees to the Waiver and Release Agreement agrees to indemnify, and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any injury, death, or insufficiency of legal capacity or authority to act on behalf of the Minor in the execution of the Waiver and Release Agreement.
- 7. If any provision of this Waiver and Release Agreement shall by unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver and Release Agreement and shall not affect the validity and enforceability of any remaining provisions.
- 8. I have read this agreement, fully understand its terms, understand that I (or the Minor's parent and/or legal guardian) have given up substantial rights by agreeing to the terms of this Waiver and Release, and have agreed to its terms freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

| Signature: | Printed Name: |
|------------|---------------|
| Date: | |