

Oxford Kendo & Oxford University Kendo

Waiver of Liability, Assumption of Risks, Lease & Indemnity Agreement

This is a binding legal document. The purpose of this agreement to exempt, waive and relieve Releasees, defined below, from liability for personal injury, property damage, wrongful death or other claims that may result from my being a Participant in the sport and activities of Oxford Kendo specifically extended Oxford Kendo group trips and kendo martial arts sports in general.

In consideration of being permitted to participate in any way in the sport and activities of kendo, and having voluntarily elected to participate, I, as Participant and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), covenant and agree:

1.1. RULES, TERMS AND CONDITIONS OF PARTICIPATION

I have read and understand the Rules, Terms and Conditions of Participation (and have explained them to my minor Participant, if applicable) and will comply with them at all times. Management and/or professional guides, at their sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms and Conditions of Participation. Management and/or professional guides also reserve the right to modify or cancel kendo activities or trips due to unfavourable weather conditions, venue rental availability or technical difficulties.

1.2. APPRECIATION OF RISK

I comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved in the martial arts, sport and activities of kendo. I acknowledge that the activities can be physically and mentally intense. I know and understand that the risk of injury from the activities is significant, including the potential for partial or total disability, paralysis and death, and while personal discipline can minimize this risk, the risk of serious injury does always exist. I acknowledge there is a risk that my personal property, including clothing, jewelry, equipment and the like, can be lost, damaged or destroyed.

I recognize that these risks and dangers include, but are not limited to, those arising from participating in an outdoor environment and exposed to the elements. I acknowledge that these risks may arise from the conditions and use of Oxford and related equipment, including general kendo strain injuries. I understand that these risks and dangers may be caused by my negligence or the negligence of others, including the Releasees.

I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of said equipment and for the failure to warn of dangerous conditions existing during a kendo practice or event, for failure to maintain or inspect equipment supplied to me, for negligent selection or retention of certain Releasees, or negligent supervision or instruction by Releasees. I understand and agree that all of the risks and dangers described throughout this agreement, including those caused by my negligence and/or others, are included within the waiver and release described herein. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN.

1.3. RELEASE & DISCHARGE

I, (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS the Releasees from and against any and all claims, liability and/or causes of actions I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for death, wrongful death, personal injury (whether physical, emotional and/or psychiatric or any combination thereof), loss of consortium, property damage and/or breach of contract or any other damage, occasioned by, arising out of or incidental to my participation in the activities of the martial arts of kendo in general WHETHER OR NOT RESULTING FROM OR CAUSED BY NEGLIGENCE by, of and/or on the part of Releasees.

1.4. INDEMNITY

I shall defend, indemnify and save harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees, brought as a result of my participation (or that of my minor Participant, if applicable) and to reimburse them for any such expenses incurred. I agree that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Releasee by me (or on behalf of my minor Participant, if applicable).

1.5. SEVERABILITY

I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the UK law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

1.6. BINDING ON SUCCESSORS

This agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and ensures for the benefit of Oxford Kendo, associated businesses & trading companies and its successors and assigns.

1.7. DEFINITIONS

Releasees are Oxford Kendo, its principals, directors, officers and employees, guides, instructors and all of its agents, representatives, affiliates, suppliers, or distributors.

Participant is the individual who is engaged in the sport and activities of the martial arts of kendo identified by NAME, ADDRESS, and TELEPHONE as submitted at the end of this form. For any Participant who is under the age of eighteen years, Participant includes the Participant's parents, guardians or legal representative.

SIGNATURES I HAVE READ AND DO VOLUNTARILY AGREE THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT, and further state and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made. I have also read, understood and agree to the standard Terms & Conditions of Oxford Kendo.

The above stated Waiver of Liability covers all participants under the age of 18 and by ticking the acceptance box in the booking process you confirm that you have read and agree to the terms set forth above in this WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT. Furthermore, I permit my dependent to participate in the martial arts of kendo under the terms of the foregoing agreement.

The person making the booking must be the guardian of the minors under 18 years participating in the event, programme or trip OR the person making the booking agrees that they have the permission of the said guardian of the minor to agree to the Waiver of Liability by ticking the box during the booking process

By ticking the send and submit box in the membership registration online you confirm the following that you have read the Terms & Conditions of trade & the Disclaimer and agree.