

# WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE

In consideration of being permitted to participate in any way, including travel to and from, the combined DENTON JUNIOR OPTIMIST JUNIOR TOURNAMENT and related events and activities of the United States Judo, Inc., United States Judo Federation, United States Judo Association, Texas Judo, Inc., the Denton Junior Optimist Judo Club, the Denton Noon Optimist Club, The Selwyn School, I hereby

1. **Acknowledge that I am familiar with the sport of Judo and understand the rules governing the sport of Judo.**
2. Agree that prior to participating, I will inspect the mats, equipment, facilities, competition pools of divisions, and the elimination of scoring system to be used, and if I believe anything is unsafe or beyond my capability, I will immediately advise my coach, supervisor, and/or a tournament official of such condition(s) and refuse to participate.
3. Acknowledge and fully understand that I will be engaging in a contact sport that might result in serious injury, including permanent disability or death, and sever social and economic loss due to not only my actions, inactions, or negligence, but also to the actions, inactions, or negligence of others, the rules of the sport of Judo, or conditions of the premises or of any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.
4. Knowing the risks involved in the sport of Judo, I assume all such risks and accept personal responsibility for the damages following such injury, permanent disability or death.
5. Release, waive, and discharge and covenant not to sue the United States Judo, Inc., United States Judo Federation, United States Judo Association, Texas Judo, Inc., the Denton Junior Optimist Judo Club, the Denton Noon Optimist Club, The Selwyn School their respective administrators, directors, officers, agents, coaches, and other employees or volunteers of the organization, event officials, medical personnel, other participants, their parents, guardian(s), supervisors and coaches, sponsoring agencies, sponsors, advertisers, and, if applicable, owners, lessors and lessees of premises used to conduct the event, all of whom are hereinafter referred to as "releasee", from any and all claims, demands, losses, or damages on account of injury, including permanent disability and death and damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise to the fullest extent permitted by law.
6. AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
7. Understand that the Denton Junior Optimist Judo Club will not be responsible for any medical costs associated with any injury I may sustain.
8. Understand that I cannot enter this tournament without at least as much insurance coverage as supplied by current membership with either USJI, USJA, or USJF Judo organizations.

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

I HAVE READ THE ABOVE WARNING, WAIVER AND RELEASE, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND KNOWING THIS, SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENT/GUARDIAN AS EVIDENCED BY THEIR SIGNATURE BELOW.

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Participant (please print name)

Participants Signature

Date

## FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the Releasees and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from their negligence, to the fullest extent permitted by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

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Parent/Guardian (please print name)

Parent Guardian's Signature

Date