

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS;
LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT**

INTRODUCTION:

Trainee: Please read this Acknowledgment and Assumption of Risks; Liability Release and Indemnification Agreement (“Document”) carefully before signing. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights.

This agreement (“Agreement”) is effective as of the ____ day of _____, 201__, by and between SNOOKY FUJIKAWA, his agents, representatives, employees, assigns and all other persons or entities associated with him in his training activity (hereinafter collectively “FUJIKAWA”), and the undersigned trainee (hereinafter called “Trainee”).

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

1. Trainee desires to participate certain physical fitness activity programs arranged by and directly engaging with FUJIKAWA to be trained in certain techniques that include, but are not limited to boxing, kickboxing, grappling and/or other forms of martial arts, and may also include other exercises and physical fitness training to improve overall conditioning, which, by its very nature and intended activity is designed to push and test Trainee's physical and mental condition, and which Trainee acknowledges **and fully understands** the nature of such activities. Trainee represents that Trainee is fully capable of participating in these activities without causing harm to him/herself or others, and Trainee agrees to follow all applicable rules, regulations, instructions and directions.

2. Trainee acknowledges and understands that in the course of such Training: (a) that Trainee and others will be exposed to and be required to engage in direct physical contact; (b) that Trainee may be in close proximity to others engaging in such contact; and (c) that Trainee will therefore be exposed to and may suffer harm and personal injury which can be caused by that contact, including, without limitation, maiming, illness, mental or emotional distress, dismemberment, disability and/or death. Trainee acknowledges and understands the hazardous nature involved in the Training, and recognizes that in the course of such Training, events may occur, whether caused by FUJIKAWA, the Trainee or by others, which may result in maiming, illness, mental or emotional distress, dismemberment, disability and/or death to Trainee and to other trainees undertaking such Training either during the course of the Training or in the future arising as a result of the Trainee’s undertaking the Training. Trainee understand that the above list of risks is not complete and that other unknown or unanticipated hazards and dangers may result.

3. Trainee acknowledges that Training will require judgments and decisions to be made as Trainee participates in Training. These judgments and decisions, by their nature, may at times be imprecise and subject to some degree of error. Trainee acknowledges and understands that the presence or absence of FUJIKAWA and his personnel is absolutely no assurance of Trainee’s safety or the lessening of the risks described in Paragraphs 1 & 2 above.

4. Recognizing and understanding the risks described in Paragraphs 1, 2 & 3 above, Trainee specifically and knowingly assumes such risks, including the risks of suffering any or all of the potential harm or injuries described in Paragraphs 1, 2 & 3 and, understanding, knowing, and acknowledging the potential consequences described in Paragraph 1, 2 & 3, which may occur during the course of the Training, or which may occur, but not become apparent and manifest until some time in the future, Trainee nevertheless desires to participate in the Training. Trainee enters Training purely voluntarily, and Trainee chose to participate in spite of and with knowledge of the risks. Therefore, Trainee, assumes and

accepts full responsibility for those risks identified herein, and even for those risks not identified, for injury, damage, death or other loss suffered by Trainee resulting from those risks, or resulting from Trainee's own negligence or other conduct.

RELEASE AND INDEMNITY AGREEMENT

5. In consideration for being a participant in the Training, Trainee hereby **waives, releases and forever discharges** FUJIKAWA, from any and all manner of actions, causes of action, suits or expenses (including attorneys' fees and costs), debts, sums of money, accounts, reckonings, promises, covenants, contracts, agreements, damages, claims obligations, liabilities, and demands, whatsoever, known and unknown, existing now or arising in the future, in law, equity or otherwise, which may be asserted against FUJIKAWA by Trainee, his/her personal representatives, family members, guardians, conservators, heirs, executors, personal representatives or assigns, against WCP relating to, arising out of or resulting from any aspect of Trainee's participation in the Training.

6. Trainee agrees to **defend and indemnify** ("indemnify" meaning to protect by reimbursement or payment) FUJIKAWA with respect to any and all manner of actions, causes of action, suits or expenses (including attorneys' fees and costs), debts, sums of money, accounts, reckonings, promises, covenants, contracts, agreements, damages, claims obligations, liabilities, and demands, whatsoever, known and unknown, existing now or arising in the future, in law, equity or otherwise, which may be asserted against FUJIKAWA by Trainee, his/her personal representatives, family members, guardians, conservators, heirs, executors, personal representatives or assigns, against FUJIKAWA relating to, arising out of or resulting from any aspect of Trainee's participation in the Training.

7. The provisions of this Acknowledgment and Assumption of Risks; Liability Release and Indemnification Agreement are severable. To the extent any provision hereof is void, invalid, unenforceable, or violates public policy, the remaining provisions shall nevertheless remain in full force and effect. Trainee is advised that this Document affects Trainee's legal rights, and Trainee is hereby advised that Trainee has a right to have this Document reviewed by an attorney for Trainee. By signing below, Trainee acknowledges that Trainee has either waived this right to have an attorney for Trainee review this Document, or has had an attorney review this Document and, in either event, understands and accepts the full force and effect of its contents.

8. FUJIKAWA acknowledges and asserts that a specific condition precedent to undertaking making arrangements for such Training and allowing Trainee to participate in such Training is Trainee's execution of the Document. While the execution of the Acknowledgment and Assumption of Risks; Liability Release and Indemnification Agreement is only partial consideration of making arrangements for such Training, it is nevertheless a mandatory consideration without which the Training shall not be provided to Trainee.

TRAINEE, the undersigned, has read this Acknowledgment and Assumption of Risks; Liability Release and Indemnification Agreement, understands all of its terms, and executes it voluntarily and with full knowledge of its contents, significance and effect.

Trainee Signature: _____ Date: _____

(Print name): _____ Phone#: _____