

**Pacific Northwest Kendo Federation
2011 Membership Application and Agreement
(including a release of claims and indemnification obligation)**

Dojo: _____ **AUSKF Member #** _____
Enter "NEW" for first time members

Name: _____ ("Applicant")
Last First Middle

Address: _____
Street Address City State Zip Code

Telephone Number (_____) _____ **Email:** _____
Home/Cell Phone Number

Birth date: _____ **Youth:** ___ Yes ___ No **Gender** (M or F) _____
17 or under on January 1 of membership year

Kendo Rank: _____ **Date Received:** _____ **Emergency Contact:** _____

Iaido Rank: _____ **Date Received:** _____ **Emergency Phone:** _____

Note: PNKF dues are paid through Applicant's local dojo. PNKF annual dues are \$70 for adults and \$40 for youth. Applicant's PNKF dues cover the All United States Kendo Federation ("AUSKF") membership dues for the membership year.

I (the Applicant and any parents or legal guardians signing below) submit this Membership Application and Agreement to Pacific Northwest Kendo Federation ("PNKF"), a Washington non-profit corporation. The above information is true and correct. If accepted as a member of PNKF, I agree to the following:

1. **Payment of Dues.** I will pay all membership dues owed to PNKF for the membership year. The dues are submitted with the Membership Application and Agreement through Applicant's local dojo. **Dues amounts are subject to change.**

2. **Complying with All Rules.** I will comply with the terms of this Membership Application and Agreement and be governed by all PNKF and AUSKF rules, regulations, and policies. Applicant will also follow the direction of any event coordinator, head instructor, or official at any Kendo Event attended by the Applicant. If Applicant fails to comply, then Applicant may lose the Applicant's PNKF and AUSKF membership. A Kendo Event is defined below.

3. **Assumption of Risk.** Although PNKF desires to provide a safe environment for its tournaments, promotional examinations, seminars, practices, and other kendo and iaido events, I understand that accidents and injuries can still happen. I understand the risks and dangers involved in participating in kendo or iaido, and I know those risks include the risk of death and the risk of serious personal injuries, including paralysis, brain damage, loss of vision or limb function, permanent scarring, and disability. I knowingly assume these risks every time Applicant participates in any Kendo Event. I will only participate in those Kendo Events for which I believe I am fit enough to participate. (If I am a parent or legal guardian signing below, then I will allow the Applicant to participate only in those Kendo Events for which I believe the Applicant is fit enough to participate.) The term "**Kendo Event**" means:

- a. any kendo or iaido practice, promotional examination, seminar, demonstration, tournament, or other event of any PNKF member dojo, any AUSKF affiliated dojo, or any dojo of any kendo affiliated organization of the International Kendo Federation (**FIK**), which includes the member dojos of the Canadian Kendo Federation and the Hawaii Kendo Federation;
- b. any PNKF, AUSKF, or FIK kendo or iaido practice, promotional examination, seminar, demonstration, tournament, or other event.

4. **Medical Consent.** I grant PNKF permission to call 911 for emergency medical aid or to take me to a physician or hospital for medical treatment, or both, if any PNKF agent or volunteer believes Applicant requires medical treatment. I assume all responsibility for all medical, rescue, transportation, and other expenses incurred on Applicant's behalf.

5 Waiver and Release of Claims.

5.1 Definitions.

(A) The term "**Claims**" means all claims, damages, fees (including attorneys' fees), costs, expenses, and other liabilities, whether known or unknown, and whether existing now or arising in the future.

(B) The term "**PNKF Releasees**" means PNKF and its former, current, and future directors, officers, employees, volunteers, agents, instructors, judges, and members. The term "**PNKF Releasees**" also includes each PNKF member dojo and each of their respective former, current, and future directors, officers, employees, volunteers, agents, instructors, judges, and members. The term "**AUSKF Releasees**" means AUSKF and its former, current, and future directors, officers, employees, volunteers, agents, instructors, judges, and members. The term "**AUSKF Releasees**" also includes each AUSKF regional federation and each member dojo within each federation, and each former, current, and future directors, officers, employees, volunteers, agents, instructors, judges, and members of

each regional federation and dojo. The term "Kendo Releasees" means the PNKF Releasees and AUSKF Releasees.

5.2 Waiver and Release of Claims. To the full extent permitted by law, I release the Kendo Releasees from all Claims arising from any Kendo Event or my PNKF membership, whether those Claims exist now or arise in the future, and I hereby waive all those Claims. This waiver and release of Claims is binding on me and on any other person who asserts any Claim through me or on my behalf. This waiver and release does not apply to any Claim against a Kendo Releasee to the extent that the Claim is caused by the gross negligence or intentional misconduct of that Kendo Releasee. This Section 5.2 does not waive Applicant's right to AUSKF medical insurance coverage (if any) provided to its members. This waiver and release is in partial consideration for Applicant being permitted to become a PNKF member and (when otherwise eligible and on payment of any applicable fees) to participate in any PNKF promotional examination, seminar, or tournament.

6. **Indemnification and Defense.** To the extent the waiver and release of Claims in Section 5 is not effective in whole or in part, then I agree to indemnify and defend the Kendo Releasees against all Claims arising from any Kendo Event or Applicant's PNKF membership, whether those Claims exist now or arise in the future, including paying all attorneys' fees, costs, and other expenses. This obligation to indemnify and defend does not apply to any Claim against a Kendo Releasee to the extent the Claim is caused by the gross negligence or intentional misconduct of that Kendo Releasee. This Section 6 does not apply to Applicant's right to AUSKF medical insurance coverage (if any) provided to its members. This obligation to indemnify and defend is in partial consideration for Applicant's being permitted to become a PNKF member and (when otherwise eligible and on payment of any applicable fees) to participate in any PNKF promotional examination, seminar, or tournament.

7. **Governing Law and Venue; Partial Invalidity.** This Membership Application and Agreement is governed by the laws of the State of Washington, except for its conflict of laws provisions. Venue for any legal action related to this Membership Application and Agreement will be in the state or federal courts located in King County, Washington. I hereby submit to the personal jurisdiction of those courts. If any part of this Membership Application and Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Membership Application and Agreement will be enforced to the full extent permitted by law, and the part held to be invalid, illegal, or unenforceable will be limited and enforced to the fullest extent permitted by law.

Please read carefully before signing. This Agreement contains a release of claims and indemnification obligations.

Date: _____
Signature of Applicant ** _____ Printed Name of Applicant _____

****If the Applicant is under the age of 18, then the parents or legal guardians must sign the Parental Consent, Release and Indemnification.**

PARENTAL CONSENT, RELEASE AND INDEMNIFICATION

The undersigned parents or legal guardians agree as follows:

A. Parent or Legal Guardian. I am the parent or legal guardian of the Applicant (or "my child"). I have the authority to enter into this Membership Application and Agreement on behalf of my child and anyone else who has legal rights regarding my child. If I am the only parent or legal guardian signing below, then I represent and warrant that I am the only parent or legal guardian with authority to sign this Membership Application and Agreement on behalf of my child. I have read the above Membership Application and Agreement and agree to its terms.

B. Release of Claims. To the full extent permitted by law, I release the Kendo Releasees from all Claims that my child or I may have arising from any Kendo Event or my child's PNKF membership, whether those Claims exist now or arise in the future. This release does not apply to any Claim against a Kendo Releasee to the extent caused by the gross negligence or intentional misconduct of that Kendo Releasee. This release is binding on me and my personal representative, estate, and heirs; any other person with rights regarding my child; and my child, to the maximum extent permitted by law. This release is in partial consideration for my child being permitted to become a PNKF member and (when otherwise eligible) to participate in any PNKF promotional examination or tournament.

C. Obligation to Indemnify and Defend. To the extent the release of Claims is not effective in whole or in part, I agree to indemnify and defend the Kendo Releasees against all Claims my child or I may have arising from any Kendo Event or my child's PNKF membership, whether those Claims exist now or arise in the future, including paying all attorneys' fees, costs, and other expenses incurred by any Kendo Releasee. This obligation to indemnify and defend does not apply to any Claim against a Kendo Releasee to the extent caused by the gross negligence or intentional misconduct of that Kendo Releasee. This obligation to indemnify and defend is in partial consideration for my child being permitted to become a PNKF member and (when otherwise eligible) to participate in any PNKF promotional examination or tournament.

Please read carefully before signing. This Agreement contains a release of claims and indemnification obligations.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____