



WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FACILITY USER/PARTICIPANT AGREEMENT

In Consideration for being permitted to participate in the following activity or program print name of activity or program (The Activity), including any associated use of the premises, facilities, staff, equipment, transportation, and services of the Gardena Valley Japanese Cultural Institute, a California non-profit corporation (hereinafter also known as the GVJCI, facility and owner),

I, the undersigned, for myself, heirs, personal representative, and assigns do hereby release, waive, discharge and promise not to sue the GVJCI, its directors, officers, employees, agents, programs sponsors, and sponsoring agencies from any liability for any and all claims, including negligence of the GVJCI, resulting in personal injury, (including death), accidents or illness and property loss, in connection with my use of the GVJCI facilities.

I, as a Facility User or Program Participant assume all risks and legal liability, waiving and releasing any and all claims for injuries, damages or loss Facility User/Participant may sustain as a result of any and all activities connected and associated with use of the Gardena Valley Japanese Cultural Institute (the "Facility" and "Owner"), located at 1964 W. 162nd Street, Gardena, CA 90247, against Owner, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises.

Facility User/Participant is fully liable for any and all loss or damage to the Facility, grounds, and/or equipment caused by Facility User/Participant or Facility User's members or guests. The GVJCI is not liable for any latent or patent defects contained within the Facility, grounds, and/or equipment. Facility User/Participant understands that sports or physical activity, including, but not limited to, martial arts, physical fitness classes, etc., are athletic activities and Facility User/Participant assumes all risks associated with each respective activity.

The Facility User/Participant, and all of its members or guests, agrees to indemnify, hold harmless and defend Owner at all times from any liabilities, claims, actions, costs, losses, expenses or damages on account of personal injury, exposure to illness (e.g. MRSA, Influenza, COVID-19, etc.), death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of Facility User/Participant or Facility User's members or guests entering the Facility with the implied or express permission of Facility User/Participant to the fullest extent permitted by law.

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The GVJCI is not responsible for any monetary loss to the Facility User/Participant due to any cancellations or facility closures done in accordance with government health orders. Facilities User/Participant acknowledges that they are subject to all applicable government health order. Noncompliance with health orders or GVJCI policies with result in termination of User/Participants permitted use or participation in Activity and expulsion from the facility.

The GVJCI is not liable for any damage to or loss of personal property of the Facility User/Participant or Facility User's members or guests using the facility and/or grounds.

It is the responsibility of Facility User/Participant to ensure all minors are supervised by responsible adults provided or approved by the User.

Facility User/Participant is responsible for the conduct of its members and guests and adherence to all applicable rules and policies of the GVJCI.

Dated: _____

Signature of Facility User/Participant/Parent or Guardian of Minor

Print Name of Facility User/Participant/Parent or Guardian of Minor

Print Name of Minor (if applicable)

Dated: _____

Signature of GVJCI Staff

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