

# Funakoshi Shotokan Karate Association

A California Corporation

## ANNUAL KARATE CHAMPIONSHIP

Saturday, September 12, 2009

Registration: 12:30pm, ♦ Youth Competition: 1:30 p.m. ♦ Adult Competition immediately following Youth  
Homestead High School Gymnasium  
21370 Homestead Road, Cupertino, California



### TEAM KATA

Karate School

Chief Instructor

Adults (18 & over)

Division

Men  Women  
 Mixed

Youth (17 & below)

Boys  Girls  
 Mixed

Category

Black Belts (any combination of black, brown and color belts)  
 Brown Belt (any combination of brown and color belts)  
 Color Belt (any combination of color belts)

### Team Members

1	_____	_____	_____
	Print Name CLEARLY	Signature	Signature of Parent/Guardian (if under 18)
2	_____	_____	_____
	Print Name CLEARLY	Signature	Signature of Parent/Guardian (if under 18)
3	_____	_____	_____
	Print Name CLEARLY	Signature	Signature of Parent/Guardian (if under 18)

### Alternate

_____	_____	_____
Print Name CLEARLY	Signature	Signature of Parent/Guardian (if under 18)

We are **NOT** responsible for contestants who miss their events!

**ENTRANCE FEE: \$60 per Division**

**(\$45 if pre-paid by Sept 5, 2009)**

**NO REFUNDS**

**NO PERSONAL CHECKS**

**CASH OR MONEY ORDERS ONLY**

### SPECTATOR FEE

Adults (18 & over) \$5.00

Youth (6-17 yrs): \$3.00

5 & under: FREE

- Entries submitted by September 5, 2009 may deduct \$5 per person. Please DO NOT SEND Entries after this date.
- Note: Money Orders available at Convenience Stores.

### DIRECTIONS

- **From SOUTH 101:** 280 North, Cupertino Exit DeANZA Boulevard  
Right on SARATOGA-SUNNYVALE road, Left on HOMESTEAD Road
- **From NORTH 101:** 85 South to 280 South, Exit Left on SARATOGA-SUNNYVALE Road, left on HOMESTEAD Road

**PLEASE READ "RELEASE & WAIVER OF LIABILITY & INDEMNITY INFORMATION ON REVERSE. Participant and Parent or Guardian (if participant UNDER 18) MUST sign this form.**

# Funakoshi Shotokan Karate Association

A California Corporation

## ANNUAL KARATE CHAMPIONSHIP



### Release and Waiver of Liability and Indemnity Agreement (Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Martial Arts Program, including, but not limited to any classes, tournaments or other group or individual activities and/or being permitted to enter for any purpose any restricted area, the participant (or in the event the participant is a minor their parents or legal Guardians) named below agree:

1. Participant acknowledges that they fully understand that:
  - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis or death.
  - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or others, including, but not limited to, the Releasees named below.
  - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
2. Prior to participating in the below martial arts activity or event, participant (or their parent or legal Guardian) understand that they should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. Participant acknowledges that he/she understands and will immediately REFUSE TO PARTICPATE further if they feel anything to be UNSAFE.
3. Participant (or if a minor, parents or legal guardian of the minor) accepts the risks and responsibility for the losses and/or damages following any injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. Participant (or parent or legal guardian of a minor participant) hereby WAIVES, DISCHARGES AND PROMISES NOT TO SUE the martial arts facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee", from any liability to the undersigned participant, or their personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused, alleged to be caused, in whole or in part by the negligence of the Releasees. In the event the participant or minor file suit despite signing this Release, the participant, or in the case of minors, the parent or legal Guardian of the minor, agree to defend, hold harmless, and indemnify the Releasees for any cost associated with defending such a claim, including but not limited to attorneys fees. This clause is not intended to restrict Releasees' right to retain the services of any attorney of their own choosing.
5. ***Participant (or parent or legal guardian if a minor) hereby acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury, death or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATION OR PROCEDURES OF THE RELEASEES.***
6. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the jurisdiction in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND ACKNOWLEDGE THAT I FULLY UNDERSTAND ITS TERMS. I ALSO UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND BY MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**(PARTICIPANT AND PARENT/GUARDIAN (IF UNDER EIGHTEEN) MUST SIGN ON FRONT PAGE).**