

## ***RELEASE OF LIABILITY***

### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activity of **Any Form/Type of Training** organized by **Ballistic Budo Club**, of **14 Buffalo Grove, Illinois, 60089** and/or use of the property, facilities and services of **Ballistic Budo Club**, I, **[REDACTED]**, **[REDACTED]**, **[REDACTED]**, agree for myself and (if applicable) for the members of my family, to the following:

**1 . AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, follow any oral instructions or directions given by **Ballistic Budo Club**, or the employees, representatives or agents of **Ballistic Budo Club**.

**2 . ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, discharge **Ballistic Budo Club** for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of **Ballistic Budo Club**, whether caused by the fault of myself, my family, **Ballistic Budo Club** or other third parties.

**3 . INDEMNIFICATION.** I agree to indemnify and defend **Ballistic Budo Club** against all claims, causes of action, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of the facilities of **Ballistic Budo Club**.

**4 . FEES.** I agree to pay for all damages to the facilities of **Ballistic Budo Club** caused by any negligent, reckless, or intentional acts of myself or my family.

**5 . APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under the laws of the State of Illinois.

**6 . NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I had a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that **Ballistic Budo Club** has offered to refund any fees I have paid if I choose not to sign this Agreement.

**7 . ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8 . ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement. applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be part of this Agreement.

**9 . DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with the rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment shall be entered upon it by any court having proper jurisdiction.

**10 . EMERGENCY CONTACT.** In case of an emergency, please call [REDACTED] (Relationship: [REDACTED]) at [REDACTED] (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING AND DELIVERING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated: [REDACTED]

Signature: \_\_\_\_\_  
[REDACTED]