

Participant Agreement, Release and Assumption of Risk  
(Read Carefully Before Signing)

In consideration of the services of **Juniper Swordplay, LLC**, dba **The 1595 Club / Bend**, their agents, owners, officers, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**Juniper Swordplay**"), I hereby agree to release, indemnify, and discharge Juniper Swordplay, on behalf of myself, my spouse, my children, my parents, my heirs, personal representative and estate as follows:

1. I acknowledge that my participation in martial arts practices entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. The risks include, among other things: falls; strikes from blunted or sharp practice weapons; hand strikes, kicks, or wrestling attacks; and other aggressive actions by Juniper Swordplay coaches or participants. I will be exposed to these dangers during the normal course of a martial practice and agree that these dangers are part of the essential nature of the activity.
3. The above risks and activities could result in bruises, sprains, strains, lacerations, fractures, concussions, or even more severe life threatening hazards; musculoskeletal injuries including head, neck and back; injuries to internal organs up to and including paralysis or even death. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.
4. Juniper Swordplay coaches and participants generally seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge their own control or defensive capability of the participant. They might misjudge the weather or other environmental conditions. Or the equipment being used might malfunction.
5. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
6. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Juniper Swordplay for any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, of my use of Juniper Swordplay's equipment or facilities, including any such claims which allege negligent acts or omissions of Juniper Swordplay.
7. Should Juniper Swordplay or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
8. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
9. In the event that I file a lawsuit against Juniper Swordplay, I agree to do so solely in the state of Oregon. I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
10. By signing this document, I acknowledge that if anyone is hurt or property is damaged during participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Juniper Swordplay on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Should the below-named participant be a minor ("Minor"), then said Minor being permitted by Juniper Swordplay to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Juniper Swordplay from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

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Signature of Participant

Date Signed

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Printed Name

Email Address

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Parent/Guardian signature (if participant is less than 18 years of age)

Printed name of parent/guardian