



DISCLAIMER AGREEMENT

Entered into and between South African Shotokan Karate-do Academy (hereinafter referred to as "SASKA" and/or Shihan J S Burger

and _____ (hereinafter referred to as "karate-ka")

Whereas

SASKA/SHIHAN BURGER and the Karate-ka have entered into an agreement in terms whereof SASKA/SHIHAN BURGER has allowed the Karate-ka to participate and train on terms and conditions as set forth in this agreement, which the parties desire to be recorded in writing:

The Karate-ka understand that participation in Karate includes certain dangers and risks, some of which include:

Injury or injuries and death sustained and/or resulting from participating in a competition or training session as well as possible injury suffered at the premises of training or competition.

The Karate-ka further acknowledges that the previous list is not inclusive of all possible risks associated with participation and that the comprehensive list in no way limits that extent or reach of this Disclaimer. The ability of the Karate-ka to participate gives no indication of his/her ability to participate in karate.

THEREFORE IT IS AGREED UPON AS FOLLOWS:

1. WAIVER AND INDEMNITY

The Karate-ka acknowledges that the activity in which s/he participates by its very nature carries inherent risks which could cause him/her to sustain bodily injury and/or suffer damages and possible death and waives any claim so arising for myself or any heirs or executors against SASKA/SHIHAN J S BURGER or its members, employees or any third party and hereby waive and release any and all claims, cause of action, losses, damages, costs expenses (included but not limited to lawyers fees), either known or unknown, now existing or arising in the future, that may have whatever kind or nature against any SASKA/SHIHAN BURGER member, tournament organiser, team manager, coach, or anyone else involved in any way with SASKA/SHIHAN BURGER. I further indemnify and hold harmless associated persons against any claim howsoever the same may arise.

2. DISCLAIMER

The Karate-ka makes use of SASKA's/SHIHAN BURGER's facilities entirely at his/her own risk and agrees that the SASKA/SHIHAN BURGER will not be held liable and/or responsible for any loss, injury, damages, death, and/or compensation of whatsoever nature and howsoever arising as a result thereof, irrespective of whatever negligence or gross negligence exists on the part of the SASKA/SHIHAN BURGER or any member, employee or third party, whether gross or otherwise, and the Karate-ka does hereby waive any claim it may have against the SASKA/SHIHAN BURGER as a result thereof.

3. MEDICAL FITNESS

The Karate-ka hereby warrants that s/he is medically fit so as to participate in activities of this nature, it not being the responsibility of SASKA/SHIHAN BURGER to have the Karate-ka undergo any medical examination, the onus being on Karate-ka to do so. SASKA/SHIHAN BURGER shall not be obliged to call upon the Karate-ka to provide a medical certificate. The SASKA/SHIHAN BURGER, its members or employees, shall not be liable for any claim or injury or loss or damages arising from or in connection with the agreement.

4. GENERAL

The Karate-ka further agrees that any pictures taken of or by him/her can be used by SASKA/SHIHAN BURGER for publicity or promotion without compensation or without consent.

The clause headings to this agreement are for information purposes only and play no part in the interpretation of the context. Reference to the masculine gender shall include female gender and vice versa.

Dated at _____ on this the _____ day of _____ 20____

Karate-ka's Name (print) _____ Karate-ka's Signature _____

Witness Name (print) _____ Witness Signature _____

If Karate-ka is under 18 years of age or a minor:

Dated at _____ on this the _____ day of _____ 20____

I have read, understood and agree to all the terms and conditions contained in this Agreement.

Parent/Legal Guardian's Name (print) _____ Parent/Legal Guardian's Signature _____

Date _____ Witness name _____ Signature _____

On behalf of SASKA: Name _____ Signature _____

Dated at _____ on this the _____ day of _____ 20____

Stylehead & President of SASKA : Shihan J.S. Burger (Kaos) Hanshi 8th Dan, Technical Director ISKS, Vice President WUKF (World Union of Karate-do Federation)