



5.2 Waiver and Release of Claims. To the full extent permitted by law, I release the Kendo Releasees from all Claims arising from any Kendo Event or my PNKF membership, whether those Claims exist now or arise in the future, and I hereby waive all those Claims. This waiver and release of Claims is binding on me and on any other person who asserts any Claim through me or on my behalf. This waiver and release does not apply to any Claim against a Kendo Releasee to the extent that the Claim is caused by the gross negligence or intentional misconduct of that Kendo Releasee. This Section 5.2 does not waive Applicant's right to AUSKF medical insurance coverage (if any) provided to its members. This waiver and release is in partial consideration for Applicant being permitted to become a PNKF member and (when otherwise eligible and on payment of any applicable fees) to participate in any PNKF promotional examination, seminar, or tournament.

6. **Indemnification and Defense.** To the extent the waiver and release of Claims in Section 5 is not effective in whole or in part, then I agree to indemnify and defend the Kendo Releasees against all Claims arising from any Kendo Event or Applicant's PNKF membership, whether those Claims exist now or arise in the future, including paying all attorneys' fees, costs, and other expenses. This obligation to indemnify and defend does not apply to any Claim against a Kendo Releasee to the extent the Claim is caused by the gross negligence or intentional misconduct of that Kendo Releasee. This Section 6 does not apply to Applicant's right to AUSKF medical insurance coverage (if any) provided to its members. This obligation to indemnify and defend is in partial consideration for Applicant's being permitted to become a PNKF member and (when otherwise eligible and on payment of any applicable fees) to participate in any PNKF promotional examination, seminar, or tournament.

7. **Governing Law and Venue; Partial Invalidity.** This Membership Application and Agreement is governed by the laws of the State of Washington, except for its conflict of laws provisions. Venue for any legal action related to this Membership Application and Agreement will be in the state or federal courts located in King County, Washington. I hereby submit to the personal jurisdiction of those courts. If any part of this Membership Application and Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Membership Application and Agreement will be enforced to the full extent permitted by law, and the part held to be invalid, illegal, or unenforceable will be limited and enforced to the fullest extent permitted by law.

**Please read carefully before signing. This Agreement contains a release of claims and indemnification obligations.**

Date: \_\_\_\_\_  
Signature of Applicant \*\* \_\_\_\_\_ Printed Name of Applicant \_\_\_\_\_

**\*\*If the Applicant is under the age of 18, then the parents or legal guardians must sign the Parental Consent, Release and Indemnification.**

**PARENTAL CONSENT, RELEASE AND INDEMNIFICATION**

The undersigned parents or legal guardians agree as follows:

**A. Parent or Legal Guardian.** I am the parent or legal guardian of the Applicant (or "my child"). I have the authority to enter into this Membership Application and Agreement on behalf of my child and anyone else who has legal rights regarding my child. If I am the only parent or legal guardian signing below, then I represent and warrant that I am the only parent or legal guardian with authority to sign this Membership Application and Agreement on behalf of my child. I have read the above Membership Application and Agreement and agree to its terms.

**B. Release of Claims.** To the full extent permitted by law, I release the Kendo Releasees from all Claims that my child or I may have arising from any Kendo Event or my child's PNKF membership, whether those Claims exist now or arise in the future. This release does not apply to any Claim against a Kendo Releasee to the extent caused by the gross negligence or intentional misconduct of that Kendo Releasee. This release is binding on me and my personal representative, estate, and heirs; any other person with rights regarding my child; and my child, to the maximum extent permitted by law. This release is in partial consideration for my child being permitted to become a PNKF member and (when otherwise eligible) to participate in any PNKF promotional examination or tournament.

**C. Obligation to Indemnify and Defend.** To the extent the release of Claims is not effective in whole or in part, I agree to indemnify and defend the Kendo Releasees against all Claims my child or I may have arising from any Kendo Event or my child's PNKF membership, whether those Claims exist now or arise in the future, including paying all attorneys' fees, costs, and other expenses incurred by any Kendo Releasee. This obligation to indemnify and defend does not apply to any Claim against a Kendo Releasee to the extent caused by the gross negligence or intentional misconduct of that Kendo Releasee. This obligation to indemnify and defend is in partial consideration for my child being permitted to become a PNKF member and (when otherwise eligible) to participate in any PNKF promotional examination or tournament.

**Please read carefully before signing. This Agreement contains a release of claims and indemnification obligations.**

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_