

# TOURNAMENT RELEASE AND WAIVER

(by finalizing this application, you agree to the terms listed below):

THIS RELEASE AGREEMENT (this "Agreement") by and between and Kakuto, LLC. ("KSC").

WHEREAS, Competitor wishes to participate in a grappling tournament. (the "Tournament") organized and conducted by KSC; and WHEREAS, subject to the terms and conditions of this Agreement, KSC would like to allow Competitor to participate in the Tournament.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Assumption of Risk. Competitor acknowledges and agrees that Competitor shall voluntarily participate in the Tournament. Competitor is fully and completely aware of and hereby assume the risk of illness, accident, injury, death, personal injury, bodily harm, emotional distress, psychological harm, property damage and all other dangers potentially arising from or in connection with Competitor's participation in the Tournament (the "Hazards"), including but not limited to risks related to Competitor's presence in, before, during or after the Tournament. Competitor further understands that grappling tournaments are inherently dangerous, that risk is substantial, and willingly accepts such risks and consequences which may result.

Competitor is aware of and assumes all Hazards that may result from, among other causes, the active or passive negligence (including but not limited to negligent supervision) of the following parties (collectively, the "Released Parties"): KSC and each of the foregoing parties' respective affiliates, officers, directors, members, employees, agents, successors and assigns. Competitor understands and agrees that none of the Released Parties will obtain insurance on Competitor's behalf, and that Competitor is solely responsible for obtaining Competitor's own insurance, if Competitor so desires.

2. Release of Liability. Competitor, on behalf of Competitor and Competitor's principals, employees, agents, volunteers, representatives, spouses, guardians, successors, assigns, heirs, children and next of kin (all of the foregoing, collectively, the "Competitor Parties"), hereby irrevocably waives, releases, discharges and holds all of the Released Parties harmless from and against all losses, liabilities, claims, costs, damages, demands and expenses (including but not limited to reasonable attorney fees and medical expenses) arising from or in connection with any and all Hazards, whether occurring on or off the premises where the Tournament takes place. Competitor shall bear the sole and exclusive responsibility for all Hazards.

3. Knowing and Voluntary Execution. Competitor represents and warrants to KSC that Competitor (i) has carefully read this Agreement and understands its contents, (ii) is not a minor, (iii) possess all rights necessary to execute, deliver and perform this Agreement, and (iv) understands that this Agreement includes an assumption of the risk of the negligence of the Released Parties and a release of the liability of the Released Parties to the Competitor Parties. Competitor acknowledges and agrees that KSC is relying on this Agreement in allowing Competitor to participate in the Tournament.

4. No lawsuit. Competitor represents and warrants to the Released Parties that Competitor shall not make or institute any lawsuit or claim any liability, in law or in equity, against any of the Released Parties with respect to the Hazards.

5. Release of Likeness Rights. Competitor grants to KSC, its licensees, successors and assign, a non exclusive, irrevocable license to distribute, record, broadcast, exhibit, advertise and disseminate in perpetuity through the world the following elements: Competitor's name, likeness, voice, biographical material, suggestions, stories about Competitor, materials, including, but not limited to photos and videos, ideas, and any actions performed by Competitor or words spoken by Competitor on or in connection with the Tournament (hereinafter, "Competitor's Likeness") either in whole or in part, solely and exclusively. Competitor acknowledges and agrees that KSC will own all right, title and interest in any and all results and proceeds from use of Competitor's Likeness in any and all media now known or hereafter devised without compensation or benefits of any kind. KSC is not obligated to actually use Competitor's Likeness.

6. NO REPRESENTATION OR WARRANTIES. NEITHER KSC NOR ANY OF THE RELEASED PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TOURNAMENT AND EACH OF KSC AND THE RELEASED PARTIES EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NONE OF THE RELEASED PARTIES SHALL BE LIABLE TO ANY OF THE COMPETITOR PARTIES OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST REVENUES, ANTICIPATED REVENUES OR PROFITS), WHETHER IN AN ACTION IN CONTRACT OR TORT, UNDER STATUTE OR OTHERWISE, ARISING FROM ANY CLAIM DIRECTLY OR INDIRECTLY RELATING TO OR ARISING IN CONNECTION WITH THE TOURNAMENT OR THIS AGREEMENT.

8. No Joint Venture. The sole relationship between Competitor and KSC is that of independent contractors. Nothing in this Agreement is intended to or shall be construed to create a partnership, joint venture, agency, sale representative or employment relationship between Competitor and KSC. Neither party shall have the power or authority to act for, represent or bind the other party.

## (Tournament Release & Waiver Cont'd)

9. Assignment. This Agreement and all rights and duties hereunder shall not be assigned, encumbered, sublicensed, subcontracted or otherwise transferred, in whole or in part, by Competitor without the prior written consent of KSC. Any assignment in violation hereof shall be null and void ab initio. This Agreement shall be binding upon and inure to the benefit of Competitor and KSC and their respective representatives, successors and permitted assigns.

10. Severability. If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision shall be excluded from the Agreement, which shall continue to be valid and enforceable in all other respects to the fullest extent permitted by law.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of law principles.

12. Jurisdiction. Any controversy arising under this Agreement shall be adjudicated before a state or federal court of competent jurisdiction located in Cobb County, Georgia. By the execution and delivery of this Agreement, each Party: (i) accepts, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court; and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

13. Hold Harmless. Competitor explicitly names and agrees to hold harmless Kakuto, LLC and its owners, Cobb County Schools, Kennesaw Mountain High School, and all of their agents, assigns, employees, volunteers, spouses, heirs, affiliates, sponsors, officers, members, directors, managers, or successors.

14. Entire Agreement. This Agreement constitutes the sole and entire understanding between Competitor and KSC with respect to the subject matter hereof and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between Competitor and KSC with respect to such subject matter.

15. Modifications. No amendment, supplement or modification to this Agreement shall be binding unless made in writing and signed by the parties hereto.

16. Waiver; Remedies. No failure or delay in the exercise of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; and no single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**PARENTAL CONSENT**

**IF THE COMPETITOR IS UNDER 18-YEARS-OLD, THE PARENT(S) OR LEGAL GUARDIAN(S) MUST SIGN BELOW.**

As an inducement to KSC's reliance on the above agreement and release, I agree to defend, indemnify and hold harmless KSC against any and all liabilities, costs, damages, demands, claims and expenses (including, without limitation, attorneys' fees) of any kind that may hereafter at any time be made or brought by the minor named below or by anyone on his/her behalf, or on behalf of any of them, for the purpose of enforcing a claim for damages on account of any loss, injury, accident, illness or damage, including death, to person or property or delay or inconvenience of any kind sustained or arising out of the aforesaid appearance and competition, or any use of Competitor's Likeness rights in any media (now known or hereafter devised), including (but not limited to) any such claims or causes of action resulting from or arising out of the negligence of any of KSC. I acknowledge that I have read the foregoing Agreement and am familiar with each and all of the terms, covenants and conditions contained therein, I am satisfied that said agreement and release is fair and equitable, and I hereby give my express consent on behalf of the minor named below to the execution thereof and I agree I will not revoke my consent thereto at any time hereafter. I hereby fully and unconditionally guarantee the performance of the below-named minor's obligations and the grants of rights in and to said Competitor's Likeness as set forth in the foregoing agreement and release. I represent that I am the custodial parent or legal guardian of the minor named below, with the authority to grant such irrevocable consent and make all such guarantees.

**PLEASE SIGN & BRING THIS WAIVER & YOUR PAYPAL RECEIPT TO PRE-REGISTRATION AREA TO PICK UP YOUR I.D. CARD WHERE YOU WILL SELECT YOUR DIVISIONS & PICK UP TICKETS**

*NOTE: Minors who do not have a parent or guardian's signature will not be accepted*

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.**

**Competitor Name:** \_\_\_\_\_ **Parent/Guardian Name** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of Competitor (or Parent/Guardian if a competitor is under 18 years of age)**

**Relationship to Minor:** \_\_\_\_\_ **Contact Phone:** \_\_\_\_\_

**KAKUTO**  
SUBMISSION CHALLENGE