

# Waiver and Release of Liability

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Japanese Community Volunteers Association

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Japanese Community Volunteers Association, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Japanese Community Volunteers Association from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Japanese Community Volunteers Association's negligence. This is not intended to release Japanese Community Volunteers Association from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Japanese Community Volunteers Association for any claim released by this Agreement. I further agree that should any claim be made against Japanese Community Volunteers Association in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Japanese Community Volunteers Association for any such claim and expenses including attorney's fees and costs incurred by Japanese Community Volunteers Association in defending themselves or security indemnity hereunder.

2. I understand that Japanese Community Volunteers Association is not responsible for any lost, stolen, or damaged valuables or property.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Japanese Community Volunteers Association for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Japanese Community Volunteers Association, will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# 免責及び 責任放棄書

隣組 Japanese Community Volunteers Association

1. この免責及び責任放棄書（以下「放棄書」）に署名することにより、私は、隣組Japanese Community Volunteers Association（以下「隣組」）、その代理人、従業員、保険業者、後継者および譲受人に対し、私の施設利用または関与に関連し、もしくはそこから生じるあらゆる請求、要求、訴因、損害賠償、法的または衡平法上の訴訟（人身傷害、財産損害、医療費、サービス損失に関する請求を含むがこれに限られない）からの一切の責任を免除し、放棄します。

この免責および責任放棄は、私自身の過失、第三者の過失、または隣組の過失に関連し、もしくはそこから生じる損害や障害について、隣組を免責することを目的とし、その効力を有するものとしします。ただし、隣組の故意による行為に起因する責任は免除されません。

さらに、私は放棄書により免除された請求に関して、隣組に対していかなる請求や法的措置も提起しないことを約束し、同意します。もし、放棄書に反して請求が提起された場合（派生的請求を含むがこれに限られない）、私は隣組を完全に補償（弁済）し、弁護士費用や弁護に要する費用を含むすべての関連費用について保護、防御、補償することに同意します。

2. 私は、隣組が紛失、盗難、または損傷した貴重品や財産について一切責任を負わないことを理解しています。

3. 私は、施設の利用使用に関する現行の規則および規定を受け取り、これを読んだことを認めます。私は、すべての規則および規定、ならびにその改訂に完全に従うことに同意します。

私は本放棄書を読み、その内容を理解した上で署名することにより、隣組に対して法的権利の放棄・免責に同意したことを認めます。これには、隣組に対して違反行為によって発生する経費に関する法的請求権の放棄が含まれます。私は、隣組が本放棄書及びその条件に違反したと判断した場合、本放棄書が無効となり、施設の利用権が失われる可能性があることに同意します。

私は、本放棄書に自由意思のもと意図的かつ自主的に署名しており、18歳以上の成人である事を認めます。

氏名（活字体でご記入ください）英語ページにご記入ください

署名 英語ページにご署名ください

日付

Prepared by Schill Insurance Brokers Ltd

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