

FUNAKI Dojo

STUDENT WAIVER AGREEMENT

This AGREEMENT is entered into this ____ day of _____, **2012**, by and between **FUNAKI Dojo** (Company) and _____ (Company).

Company and Student do hereby enter into this agreement whereby Student agrees to participate in a professional wrestling training.

1. At the time Agreement is signed by Student, it is understood that Student is in appropriate physical and medical health, able to engage in the type of physical contemplated by the Training without posing an additional risk to her/him or others.
2. Because head trainer, Shoichi Funaki is under contract with World Wrestling Entertainment (WWE) and may be called to perform or act as a talent scout with little or no notice, Student understands that training may be temporarily suspended in order for Mr. Funaki to fulfill his contractual obligations. All efforts will be made to avoid suspension of training, however if it is unavoidable, student's financial obligation will be also be suspended until training schedule resumes.
3. In consideration of the above understanding, I, the undersigned Student, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Company, their officers, agents, attorneys, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the Training, or while in, on or upon the premises where the Training is being conducted.
4. I am fully aware of the unusual risks involved and hazards connected with this Training. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in this Training, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said Training, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas. INSIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
5. If any one or more of the provisions of this Agreement, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this Agreement, and the application of such provision to persons,

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entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision hereof shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties hereto regarding such provision.

6. This agreement constitutes the entire agreement and understanding of the parties hereto, with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Agreement or in connection with the transactions contemplated hereby, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and/or their representatives.
7. Force Majeure - Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, natural disasters (earthquakes, hurricanes, floods) wars, riots or other major upheaval performance failures of parties outside the control of the contracting party, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

Company:	Student:
Signature: _____	Signature: _____
Printed Legal Name: _____	Printed Legal Name: _____
Date: _____	Date: _____