

RELEASE OF LIABILITY AGREEMENT

DISCLAIMER: JAPAN BUSINESS SOCIETY OF DETROIT (JBSD) AND KOBAYASHI LEARNING GROUP (KLG) ARE NOT RESPONSIBLE FOR ANY INJURY OR LOSS OF PROPERTY OR ANY PERSON, NO MATTER THE REASON OR CAUSE, WHILE ATTENDING THE JBSD NEW YEAR'S PARTY (EVENT) AS A GUEST, INCLUDING ANY SUCH LOSS SUFFERED ON ACCOUNT OF ORDINARY NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR ANY ACT OR OMISSION ON THE PART OF THE JBSD, KLG, OR ANY OF THEIR EMPLOYEES, AGENTS OR VOLUNTEERS OR OTHER PERSONS ACTING ON BEHALF OF ANY OR BOTH OF THEM.

In consideration of my invitation to and participation in the Event, I, on behalf of myself and, as the parent or guardian, on behalf of each minor child in attendance with me, and all of my and each such child's heirs, successors and assigns, hereby release, indemnify and hold harmless the JBSD and/or KLG all employees, agents, volunteers or other persons acting on behalf of JBSD and/or KLG, from and covenant not to sue any of them for, any claims arising out of or resulting from denial of access to or exclusion from the Event, ordinary negligence, gross negligence, willful misconduct or any act or omission on the part of any of them, including but not limited to claims for property damage, personal injury, wrongful death, exposure to or contracting of a disease, and any damages suffered or costs incurred on account thereof, including by JBSD and/or KLG, while in attending the Event or any activities incidental thereto, wherever, whenever, or however the same may occur.

I, pursuant to all my representational capacities identified herein, hereby acknowledge, understand and agree the above disclaimer and that by attending the Event and/or by bringing any such child to the Event and/or by placing any such child in the care and custody of or under the supervision of the JBSD and/or KLG or any of their employees, agents or volunteers while at the Event, there are certain risks attendant thereto which I accept and for which I agree to bear sole responsibility, and that doing so is completely voluntary on my part.

I agree on behalf of each such child that in the event of an emergency, the JBSD and/or KLG or anyone acting on behalf of either or both of them, has my permission to administer first aid and/or obtain emergency medical treatment for such child and that I agree to pay all expenses incurred resulting from such aid and/or treatment.

I acknowledge and agree that any child who is not toilet trained or has a fever or any communicable disease must not attend, that JBSD and/or KLG employees, agents and volunteers will not dispense nor aid in the dispensing of any medication to a child and that JBSD and/or KLG reserves the right to deny attendance for the EVENT or require the removal of any child, in its or their sole discretion. I agree that JBSD and/or KLG reserves the right, in its sole discretion, to deny attendance or require the removal of any child based upon Covid 19 related concerns, protocols, or a failure to adhere to any Covid 19 protocols including but not limited to requested disclosure of Covid 19 related medical and other information, including vaccination status, masking requirements for unvaccinated persons, and social distancing requirements.

I, pursuant to all my representational capacities identified herein, understand and agree that this release agreement is intended to be as broad and inclusive as permitted by the laws of and applicable in the State of Michigan, that if any portion is held invalid, the remainder of it will continue in full legal force and effect, that venue for any legal proceedings in connection herewith shall be in Oakland County, Michigan and that the concurrent jurisdiction that any other jurisdiction may have, is hereby waived.

I affirm that I am of legal age and am freely signing this document on behalf of myself and all the representational capacities identified herein, that I warrant and represent that I have the authority to do so, and that I have fully read this document and understand I am giving up legal rights and/or remedies which may be available to me or anyone on whose behalf I have e-signed during the application through JBSD website.

JBSD ウェブサイトからの参加申込時に上記内容に合意しました。