



Martial Oceans Int. Inc.



5105 East Los Angeles Ave.
282
Simi Valley, CA 93063
1-877-7-SEAS-90
(805) 368-5068
www.martialoceans.com

PERSONAL DATA

Passport#: _____ Date: _____
(list number or note date applied if applicable)

Legal Name: _____
Last First Middle

Birth Date: ____ / ____ / ____ Age: ____ Sex: M ____ F ____ Citizenship _____
Month Day Year

Weight if you are sparring: ____ Division for all events/Rank: _____.

Choose the event

Traditional Forms: ____ Open Forms: ____ Traditional Weapon Forms: ____ Chanbara: _____.

Sparring Koshki: ____ Sparring Combat Ju-Jitsu: ____ Continuous Sparring: _____.

Personal Information

Address: _____

City: _____

State: _____ ZIP _____

Phone (Hm): _____ (Wk): _____ Cell: _____

Email Address: _____

Web Site: _____

Are you practicing Martial Arts at this time _____

If yes, how long have you been studying / participating in Martial Arts? _____ Rank: _____.

What Style of Martial Art do you practice: _____.

Name and Location of School: _____.

What is your primary interest in Martial Arts? Competition: ____ Personal Development ____

Self Defense: ____ Other: _____.

****VERY IMPORTANT IT MUST BE COMPLETED:***

Name of person or school who referred you to the seminar/cruise: _____

*See next page for cost breakdown (If you are signing up for a certification and it requires more than one instructor at different times, and locations to certify you, then the additional Instructor's fee applies).

Example: The certification might require three different head Instructors, then the second and third master's fee applies.

***Due to lack of students or unforeseen circumstances a master Instructor might not be able to teach on the cruise, so a second choice on the 1st seminar must be made.**

<i>Instruction Day One: Name the Master (Instructor) / Time of the Seminar / Subject</i>			
Seminar 1:	_____	Time: _____	Subject: _____ Cost: _____
Seminar 1:	_____	Time: _____	Subject: _____
SECOND CHOICE			
Seminar 2:	_____	Time: _____	Subject: _____ Cost: _____
Seminar 3:	_____	Time: _____	Subject: _____ Cost: _____
Seminar 4:	_____	Time: _____	Subject: _____ Cost: _____
			Total _____.

<i>Instruction Day Two: Name the Master (Instructor) / Time of the Seminar / Subject</i>			
Seminar 1:	_____	Time: _____	Subject: _____ Cost: _____
Seminar 1:	_____	Time: _____	Subject: _____
SECOND CHOICE			
Seminar 2:	_____	Time: _____	Subject: _____ Cost: _____
Seminar 3:	_____	Time: _____	Subject: _____ Cost: _____
Seminar 4:	_____	Time: _____	Subject: _____ Cost: _____
			Total _____.
Number of Master Instructors for the two days _____.			

Describe any Equipment or Weapons that you are bringing to the Tournament / Seminars:

METHOD OF PAYMENT:

Only VISA or MASTER CARD are acceptable:

CHECK: _____ CREDIT CARD: _____

EXPIRATION DATE: _____ FOUR DIGIT CODE NO. ON BACK OF CARD: _____

IF CHECK PAYMENTS MUST BE SENT TO: **5105 East Los Angeles Avenue #282
Simi Valley, CA 93063**

Fee for Martial Arts Seminar if booked by November 1, 2009

- Each Masters Training \$50.00

Fee for Martial Arts Seminar if booked by January 1, 2009

- Each Masters Training \$70.00

Fee for Martial Arts Seminar if booked by February 1, 2010

- Each Masters Training seminar \$85.00

Fee for Martial Arts Seminars if booked by April 1, 2010

- Each Masters Training seminar \$100.00

Fee for Martial Arts Seminars if booked after May 1, 2006

- Each Masters Training seminar \$125.00

A non-refundable minimum deposit of \$50

Cancellation and Refunds: The non-refundable \$50 fee applies. If you need to cancel 3 months before the cruise ¾ of the amount will be refunded (minus the \$50 deposit. If you need to cancel 2 months before the cruise, ½ of the balance will be refunded (minus the \$50 dollar deposit.

One month before the cruise you will not receive a refund.

Please ALSO read the release for minors below and sign:

Student Please sign

Dated

Student Print Name

Parent of minor student please sign

Dated

Parent of minor student print Name

THIS PAGE MUST BE READ AND SIGNED:

RELEASE

(RELEASE, WAIVER OF CLAIMS, AND EXPRESS ASSUMPTION OF RISK)

Martial Oceans International's aim is the promotion of martial arts by sponsoring international events and programs of learning, education, training and competition in the "Bushido" tradition. In consideration for being allowed to participate in MOI events, the Participant agrees as follows:

EXPRESS ASSUMPTION OF RISK: THE PARTICIPANT ASSUMES ALL RISK OF HARM FOR ANY AND ALL INJURIES THAT MAY OCCUR WHILE PARTICIPATING IN A MOI EVENT. THE PARTICIPANT REPRESENTS AND WARRANTS THAT THEY ARE IN GOOD HEALTH, AND THAT THERE ARE NO MEDICAL REASONS RESTRICTING THE APPLICANTS' FULL PARTICIPATION IN ANY MARTIAL ARTS RELATED ACTIVITIES. THE PARTICIPANT ACKNOWLEDGES THAT THEY HAVE A FULL UNDERSTANDING OF ALL RISKS ASSOCIATED WITH PARTICIPATION IN A MARTIAL ARTS ACTIVITY, AND UNDERSTAND THAT MARTIAL ARTS IS A INHERENTLY DANGEROUS ACTIVITY THAT CAN RESULT IN SERIOUS, SIGNIFICANT, AND LIFE-LONG DEBILITATING INJURY AND/OR DEATH. PARTICIPANT ALSO UNDERSTANDS THAT THERE ARE RISKS INHERENT IN THE TRAVEL TO AND FROM THE MOI EVENT LOCATION. PARENTS OR LEGAL GUARDIANS AUTHORIZING PARTICIPATION FOR MINOR CHILDREN UNDERSTAND THAT THESE RISKS ARE GREATER WITH RESPECT TO MINOR CHILDREN INVOLVED IN SUCH ACTIVITIES. NEVERTHELESS, THE PARTICIPANT FREELY CHOOSES TO PARTICIPATE IN THE ACTIVITIES ABOVE, AND DESPITE THE POTENTIAL EXTREME HAZARDS AND DANGERS ASSOCIATED WITH THE ACTIVITIES ABOVE, THE PARTICIPANT FREELY ACCEPTS AND ASSUMES ALL RISK, DANGER, AND HAZARDS THAT MAY ARISE FROM THE ACTIVITIES ABOVE WHICH COULD RESULT IN PERSONAL INJURY, LOSS OF LIFE, LOSS OF ENJOYMENT OF LIFE, LIFE-LONG DEBILITATING INJURY, LOSS OF INCOME AND EARNING CAPACITY, AND OTHER DAMAGE INCLUDING CONSEQUENTIAL DAMAGES. PARENTS OR LEGAL GUARDIANS ON BEHALF OF THEIR MINOR CHILDREN PARTICIPATING IN SUCH ACTIVITIES SIMILARLY AUTHORIZE SUCH PARTICIPATION IN THE ACTIVITIES ABOVE BY THEIR CHILDREN, AND DESPITE THE POTENTIAL EXTREME HAZARDS AND DANGERS ASSOCIATED WITH THE ACTIVITIES ABOVE, THE PARENT OR LEGAL GUARDIAN, FOR HIMSELF/HERSELF, AND FOR THE MINOR CHILDREN FREELY ACCEPT AND ASSUMES ALL RISK, DANGER, AND HAZARDS THAT MAY ARISE FROM THE ACTIVITIES ABOVE WHICH COULD RESULT IN PERSONAL INJURY, LOSS OF LIFE, LOSS OF ENJOYMENT OF LIFE, DEBILITATING INJURY, LOSS OF INCOME AND EARNING CAPACITY, AND OTHER DAMAGE INCLUDING CONSEQUENTIAL DAMAGES. PARTICIPANT, INDIVIDUALLY AND ON BEHALF OF HIS OR HER RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND PARENT OR LEGAL GUARDIANS ON BEHALF OF ANY MINOR CHILD, HEREBY AGREE TO INDEMNIFY AND HOLD MOI HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DAMAGES, LIABILITIES AND ALL OTHER TYPES OF DEMANDS WHATSOEVER ARISING OR IN CONNECTION WITH THE PARTICIPANTS PARTICIPATION IN ANY MOI EVENT.

MOI is not a travel agency. Travel arrangements for MOI will be handled by Montrose Travel; or by their own means. MOI assumes no responsibility or liability with respect to any conveyance used in performance of its duty to the participant traveling to or while at their site(s) where their events or programs are being held, either by air, on land or at sea; neither will MOI be responsible for any act, error or admission, or for any injury, loss, accident, defect in any vehicle or through neglect or default of any entities engaged in conveying the participant or providing accommodations, instruction and/or other services. In the event it becomes necessary or advisable for the comfort and well being of the participant, or for any reason, whatsoever, to alter the itinerary or arrangements, such alterations must be made between the participant and the travel agency and/or cruise line carrier involved, without recourse against MOI. MOI is not responsible for any refunds.

Any travel agent and/or cruise line carrier whose services are used in transporting MOI participants are not to be held responsible for any act, omission, or event during the time participants are not on board their conveyance. Guide services, all other land services, and all other services, including the provision of accommodations are the sole responsibility of the entities actually performing or providing such services or accommodations, and are not the responsibility of MOI. The acceptance of this Letter of Agreement and Release, and participation in a MOI event or program by the individual or his assignees shall be deemed to be consent to and acceptance of such person(s) of all the terms of the event and Release, and of any further conditions that may be required by any travel agent, carrier, and/or cruise line carrier involved.

MOI shall not be liable or responsible in any way whatsoever for the accuracy of any representation regarding land services, offered and/or planned by the aforementioned entities nor shall any other travel agent, carrier, cruise line carrier, or MOI be liable or responsible for any inconvenience, loss, damage or consequential damage, or injury arising out of or in connection with land services other than the travel agent's carrier's liability under the ticket and tariff provisions for carriage by air furnished by the travel agent's carrier involved, and the cruise ship's liability under terms and conditions stated in its brochure.

For good and sufficient consideration, the undersigned hereby releases MOI and any other associations or companies it involves, their directors, stockholders, administrative officers, instructors, staff, employees, and agents and assigns, of any and all responsibility specified above and hereinafter enumerated; it is further agreed by the undersigned participant to indemnify and hold harmless MOI and all persons acting for them, including all such persons and entities identified within this provision, against claims and for all costs, and reasonable attorney's fees arising out of or in any way connected with the following:

1. Any and all claims of whatever nature for any injury, loss, damage or consequential damage, accident, delay, irregularity or expense arising from the use of any vehicle or services, strikes, war, act of terror or threat thereof, weather, sickness, quarantine, any government (s) restrictions or regulations, services, expenses, inconveniences, loss of enjoyment, upsets, disappointments, distresses or frustrations, whether physical or mental, damage or delays in delivery of baggage, caused by mechanical defect or failure or by any act or omission of any airline, cruise ship, railroad, bus transportation, sightseeing, hotel or any other service of transporting company, firm, individual, or agency, or for any other cause whatsoever in connection therewith. In the event of a cancellation of the departure, MOI shall be under no liability.
2. Any intentional or unintentional injury, whether or not resulting in death, to the participant, or caused in whole or in part by the participant whether alone or together with or in association with others, to any other person or persons regardless of whether such injury or death occurs on the way to an MOI event, while awaiting an MOI event, while at an MOI event, while participating at an MOI event, or while traveling from an MOI event.
3. An intentional or unintentional damage or injury to property, whether personal, or real or mixed, owned or in the custody or possession of the participant or caused in whole or in part by the participant, whether alone or together with or in association with others regardless of whether such damage or injury to property occurs on the way to an MOI event, while awaiting an MOI event, while at an MOI event, while participating at an MOI event, or while traveling from an MOI event.
4. Any financial or other obligations incurred by the participant during the duration of these MOI event(s), events, and from departure to return of the ship, including without limitation obligations or liabilities incurred by the participant in any location or country in which the programs, events, and trips are conducted.

MOI reserves the right to accept or refuse the application for admission to participate in any of its events, programs, or trips by any person, including any and all participants of an MOI event as defined below. It is agreed that should the demeanor of any participant be detrimental or interfere with the instruction of other participants of any MOI session, the seminar instructor may ask such participant to leave the session. In the event that MOI staff are of the opinion that any such person's demeanor is detrimental or interferes with the instruction of any MOI event, session, MOI seminar instructor, or other participants, he or she may be: (1) excluded from the session; (2) excluded from the session and thereafter be excluded from continued participation in an ongoing MOI event or session; (3) excluded from participation in future MOI events; and/or (4) , sent home at the participant's own expense. Participants agree

to be bound by these terms of conduct. If any participant is excluded from any MOI event or session that participant agrees that they shall not be entitled to reimbursement or refund of any kind.

The undersigned as a MOI event, program, or trip participant, grants MOI authority to take whatever action MOI feels is warranted under the circumstances regarding the health and safety of the participant – minors participating in seminars for MOI must be accompanied by a parent, or alternatively may be accompanied by specified a non-parent adult, expressly approved by the minor child's parent, who has been provided with a written and notarized medical authorization that provides for and permits the specified non-parent adult to approve medical services and treatment for the minor child. The parent or non-parent adult accompanying a minor shall be present during MOI events.

The participant expressly authorizes MOI, its officers, staff, and agents the authority, at their discretion, to place the undersigned, at the undersigned's own expense, in a hospital at any point for medical services and treatment, or if no hospital is available, to place them in the hands of a local medical doctor for treatment and to authorize medical treatment for the undersigned, such authorization also extending to minors participating in MOI events where the parent or specified non-parent cannot be located or contacted. MOI their officers, staff, or agents are further authorized to fly the undersigned back home for medical treatment at the undersigned's own expense.

It is further agreed that if the performance of the conditions and agreements as stated must be altered because of war, acts of terror or threat thereof, strike, weather, government restrictions or regulations, act of God, or any other like reason, or any reason beyond the control of MOI, MOI shall have the right to make alteration to, or cancellation of, any part or of all of the program.

OTHER TERMS APPLICABLE TO THE LETTER OF AGREEMENT AND RELEASE (RELEASE, WAIVER OF CLAIMS AND EXPRESS ASSUMPTION OF RISK)

Martial Oceans International Inc. is referred to as **MOI** throughout this Letter of Agreement and Release. The term MOI event and the term MOI seminars-at-sea program, refers to MOI programs, seminars, classes, sessions, scheduled affairs, and private classes or sessions, booked, provided through, or sponsored by MOI. The term participant refers masters, instructors, students and/or guests.

Participants are welcome to bring cameras and video recording equipment with the understanding that the photographs, images, and/or video recordings they shoot as an MOI participant are for their own personal use and viewing and may not be resold in any manner without the express and written permission of MOI. MOI reserves to itself all commercial rights to photographs, images, and video recordings taken during MOI events. Participants agree that they shall have no recourse against MOI and MOI shall not be liable to the extent that any Participant violates this provision by selling photographs, images, or video recordings.

Participants understand that MOI, its officers, staff, and agents, may be photographing MOI events and/or filming or videotaping MOI events for distribution and/or advertising/future promotion. Participants agree to be photographed filmed, videotaped or recorded by MOI and that MOI, their officers, agents and assigns, and heirs will own all rights to said material in perpetuity. Participants agree and do hereby for themselves, their heirs, administrators, and assigns, release and discharge MOI from all claims to said material.

Participants may not solicit outside business without the express permission of MOI. In the event participants are approached while on this trip by individual(s), team(s), or group(s) seeking future seminars/tournaments. It is recommended that participants not respond directly but inform MOI officers. The booking of private classes through MOI, by masters instructing at MOI events, is not considered outside business and is encouraged by MOI.

The terms of this Letter of Agreement and Release may not be modified without the express written consent of the MOI President. No other MOI officer, staff member, agent, or representative is authorized to alter the terms herein. Participants agree that MOI President alone shall have the authority to negotiate the terms of any agreements on behalf of MOI, and that any such agreement must be in writing and signed by all parties thereto to be valid.

This Letter of Agreement and Release contains all of the terms and understandings between the parties, and there are no other representations or promises other than those stated.

The Participant may have this Letter of Agreement and Release reviewed by an attorney of their choosing prior to execution.

In the event that any clause herein is deemed to be invalid for any reason, such invalid provisions shall be severed and the remaining valid provisions shall remain in full force and effect.

MOI is an organization dedicated to the promotion of Martial Arts and the education to its benefits among participants worldwide. MOI will make every effort to resolve any disputes amicably, including mediation. However, if the participant decides to bring his or her grievance before a court of law, the participant, by his or her acceptance of the terms herein agrees that any such action must be taken before a competent court within the State of California, County of Ventura, East County Division, and adjudicated under the laws of the state of California.

The Letter of Agreement herein shall be binding when accepted by MOI, and it is stipulated that this Letter of Agreement and Release is entered into on the cruise ship, via air mail from the participants own location, or in Simi Valley, California. Facsimiled signatures shall be deemed original signatures.

I HAVE READ THIS LETTER OF AGREEMENT AND RELEASE, (RELEASE, WAIVER OF CLAIMS, AND EXPRESS ASSUMPTION OF RISK), I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT:

Student Please sign

Dated

Student Print Name

Parent of minor student please sign

Dated

Parent of minor student print Name

Accepted by: _____

