



## Cliste Solutions, LLC dba "The Traveling Dojo"

<https://www.travelingdojomartialarts.com>  
[membership@travelingdojomartialarts.com](mailto:membership@travelingdojomartialarts.com)

### Professional Services Disclaimer & Limitation of Liability

Updated July 21, 2025

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This agreement is between Cliste Solutions, LLC dba The Traveling Dojo (hereinafter referred to as "The Traveling Dojo") and \_\_\_\_\_

*(print participant's full legal name, even if a minor)*

(hereinafter referred to as the "Buyer") **and** is incorporated in its entirety into Membership Agreement #: **TD-\_\_\_\_\_**.

"Participants" are those participating in the activities described herein and includes the Buyer.

#### **ACKNOWLEDGMENT OF SERVICES PROVIDED**

Buyer understands that The Traveling Dojo provides martial arts, self-defense, and related educational instruction based on recognized training principles. While every effort is made to provide accurate, safe, and effective instruction, The Traveling Dojo, its instructors, affiliates, and contractors do not guarantee specific results or outcomes.

#### **ERRORS AND OMISSIONS DISCLAIMER**

By signing this agreement, Buyer agrees that The Traveling Dojo shall not be held liable for any actual or alleged errors, omissions, or misrepresentations related to services provided in good faith and within reasonable professional standards.

#### **LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Buyer agrees that the total liability of The Traveling Dojo, its officers, employees, contractors, or affiliates for any claim related to the services provided – whether in contract, tort, or otherwise – shall be limited to the amount of fees paid by Buyer under this agreement in the 12 months preceding the claim.

#### **NO GUARANTEES OF OUTCOME**

Buyer acknowledges that physical training and self-defense instruction involve inherent risks, and that individual progress varies based on effort, health, and other factors. The Traveling Dojo does not warrant or guarantee any particular skill level, self-defense result, or injury prevention.

#### **INDEMNIFICATION**

Buyer agrees to indemnify and hold harmless The Traveling Dojo and its instructors from any and all claims, damages, losses, or expenses, including legal fees, arising out of Buyer's participation, unless due to gross negligence or willful misconduct.



## MEDIATION

Any dispute arising under this agreement shall first be submitted to mediation in Montgomery County, MD. If not resolved, it shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association.

## UNDERSTANDING AND ACKNOWLEDGMENT

I, the Buyer, have read this document and all incorporated documents in their entirety. I understand that by signing this document, I am giving up substantial legal rights, including the right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

## FOR PARTICIPANTS UNDER 18 YEARS OF AGE:

I, as Participant's parent or guardian with legal responsibility for this Participant, consent and agree to the above Waiver and Release of Liability on behalf of the minor, and myself, my heirs, assigns, and next of kin.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Buyer Relationship to Participant:** \_\_\_\_\_

## PARTICIPANT INFORMATION

See attached Membership Agreement # **TD-**\_\_\_\_\_.