

Kyokutou Karate Do Azuma Dojo Canada



Acknowledgement of Risk and Release of Liability

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me, the undersigned Student (the "Student")/Parent or guardian on behalf of the Student if under the age of majority, with and for the benefit of Kyokutou Karate Do Azuma Dojo Canada, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the "Organisation").

1. "Activities" includes but is not limited to contact and non-contact martial arts, fitness classes, training, use of facilities, programs and services provided to the Student by the Organization. I am aware that there are inherent and significant dangers, hazards and risks ("Risks") associated with the participation in Activities. I am aware that the Risks include but are not limited to injury from physical contact with other students, instructors or equipment, performing a skill incorrectly, or potentially dangerous obstacles, conditions or weapons on the floor or vicinity of the Activities. I understand that the Risks are relative to my state of fitness or health (physical, mental and emotional), and to the awareness, care and skill with which the student conducts him or herself while participating in Activities.

2. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Activities. I freely assume responsibility for my own safety. I agree that although the Organisation has taken steps to reduce the Risks and increase the safety of the Activities, it is not possible for the Organisation to make the Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organisation is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Activities.

3. I acknowledge my obligation to inform the nearest employee of the Organisation if I feel any pain, discomfort, fatigue or any other symptoms I may suffer during or immediately after my participation in Activities. I understand that I may stop participating at any time, and have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training, makes me uncomfortable or which I believe will be harmful to me.

4. In addition to consideration given to the Organisation for my participation in Activities, I and my heirs, next of kin, executors, administrators and assigns (my "Legal Representatives") agree: (a) to waive all claims that I or my Legal Representatives have or may have in the future against the Organisation; and (b) to release and forever discharge the Organisation from all liability for all personal injury, death, property damage or loss resulting from my participation in Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Organisation.

5. I agree to be liable for and to hold harmless and indemnify the Organisation from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Activities.

6. I agree that this waiver and all terms contained within are governed by the laws of the Province of Ontario in which I am participating in Activities. I hereby irrevocably submit to the jurisdiction of the courts of Ontario.

7. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.

Student Name: _____ **Date of Birth:** _____

Address: _____

Phone: _____ **Email:** _____

Student Signature: _____

Parent/Guardian Name: _____ **Signature:** _____

Date: _____ **Received by:** _____