



Assumption of the Risk and Waiver of Liability  
**RELEASE OF LIABILITY FOR MINOR PARTICIPANTS**

(Waiver/Release for communicable diseases, including Coronavirus/COVID-19)

Must be completed before attending any in person or on location classes

**at Sports, Fitness & Karate Inc, dba "Okaigan Dojo"**

**ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate on behalf of "Sports, Fitness & Karate Inc, dba Okaigan Karate Dojo" athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless "Sports, Fitness & Karate Inc, dba Okaigan Karate Dojo" their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), with respect to any and all illness, disability, death, or loss or damage to person or property, whether arising from the negligence of releases or otherwise, to the fullest extent permitted by law.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign freely and voluntarily without any inducement.

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, even if arising from their negligence to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

## Assumption of the Risk and Waiver of Liability

# **ADULT AMATEUR ATHLETIC**

(Waiver/Release for communicable diseases, including Coronavirus/COVID-19)

Must be completed before attending any in person or on location classes

**at Sports, Fitness & Karate Inc, dba "Okaigan Dojo"**

### READ BEFORE SIGNING

In consideration of being allowed to participate in any way in "Sports, Fitness & Karate Inc, dba Okaigan Karate Dojo" athletic sports program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless "Sports, Fitness & Karate Inc, dba Okaigan Karate Dojo" their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), with respect to any and all injury, illness, disability, death, or loss or damage to person or property, whether arising from the negligence of the releases or otherwise to the fullest extent permitted by law.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign freely and voluntarily without any inducement.

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# COVID-19 Screening Questions

You must be able to answer “No” to all of these questions before attending classes at Sports, Fitness & Karate Inc, dba “Okaigan Karate Dojo”.

Have you been in close contact with a confirmed case of COVID-19?	YES	NO
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Are you experiencing a cough, shortness of breath or sore throat?	YES	NO
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Have you had a fever in the last 48 hours?	YES	NO
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Are you immunocompromised?	YES	NO
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Do you live with someone that is immunocompromised?	YES	NO
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If you answer “No” to all the questions, you may proceed to scheduling your classes.

# General Medical Questionnaire

Have you ever had any of the following? (circle any that apply)

- |  |                  |                          |
|--|------------------|--------------------------|
| Asthma                                 | Asthma           | ADD                      |
| Broken Bones                           | Lung Problems    | ADHD                     |
| Arthritis                              | Seizures         | Autism                   |
| Heart Failure                          | Vision problems  | Asbergers Autism         |
| Chest Injuries or surgeries            | Diabetes         | Learning disabilities    |
| Heart Arrhythmia (heartbeat irregular) | Wear hearing aid | Rashes or skin allergies |

## Comments and/or Explanations to the above circled items

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## Accidents/Injuries (i.e., broken bones/fractures, sprains, strains, including cartilage & ligament injuries). Describe and Date:

1.
2.
3.

## BASIC FIRST AID (IE:, bandaids, ice packs)

I hereby grant to Okaigan instructors, assistants, volunteer coaches/assistant's to administer basic first aid as deemed appropriate. Yes \_\_\_\_\_ No \_\_\_\_\_

I would like Okaigan instructors, assistants, volunteer coaches/assistant's to try to contact me each time minor first aid is administered: Yes \_\_\_\_\_ No \_\_\_\_\_

Consent is hereby given to the Okaigan instructors, assistants, volunteer coaches/assistant's to give or seek medical aid as required in case of an emergency. Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature Parent/Guardian Only                      Date

## ACCIDENT-ACUTE ILLNESS - TRANSPORTATION

I hereby grant permission to Okaigan Instructors and/or assistants to arrange transportation for my child in case of accident or acute illness to arrange for medical, dental and or surgical care at

\_\_\_\_\_  
Write in name of hospital

or the closest hospital in case of emergency. I understand that an effort will be made to notify me before such action is taken and that the uninsured expense for this service will be assumed by the student or parent/guardian if student is under the age of eighteen.

# ADDITIONAL INFORMATION

## **Besides the quarterly membership fees are there any other fees? Yes**

### **Uniforms**

We require all students to be in a karate uniform (Gi), new students will need to purchase a gi.

### **Sparring Equipment**

All students will need to purchase Gloves, Shin-insteps, mouthguard and case, helmet with face shield (check with receptionist for current pricing).

### **Testing**

Belt promotion is optionable but available for an additonal fee (check with receptionist for current pricing).

(\_\_\_\_\_) initial

## **Is there a vacation notice?**

No, we do not have any vacation notices.

When you register, you are registering for a quarter (3 months of training wheather it is in-person or virtual) and reserving the day/time for you. (\_\_\_\_\_) initial

## **Is there a quit notice?**

No, we do not have any quit notices.

When you register, you are registering for a quarter (3 months of training wheather it is in-person or virtual) and reserving the day/time for you. If you choose not to register for the next quarter that is up to you. (\_\_\_\_\_) initial

## **What happens if classes “physically stop” at the dojo?**

If the “in-person” classes must stop due to Covid-19, a pandemic, a ruling by the city, state or government, etc then classes will resume via Virtual Classes, ie: zoom. There will be no refunds, prorations, “pauses” or cancellations of memberships offered. When you register, you are registering for a quarter (3 months of training wheather it is in-person or virtual) and reserving the day/time for you. (\_\_\_\_\_) initial

## **What if we register for the 3, 6 or 12 month membership and we want to stop lessons?**

Because space is limited (due to social distancing orders) students are registering for a particular time and day, thus taking a spot from another customer.

Even if your reason for quitting may include, but is not limited to: sickness, medical, school, leaving the dojo for any reason ie: trying a new activity etc., there are no refunds or proration of dues of any kind. (\_\_\_\_\_) initial

## **Dojo Calendar**

A dojo year calendar will be provided to you upon registration. On occasion we will not have classes on some days, due to Holidays, there are no “make ups” for these days. During the 4+ quarter please note the dojo will be “closed for two weeks, but we will have a modified training schedule during those two weeks, which also may include zoom classes.

(\_\_\_\_\_) initial

## **Virtual Classes**

If the dojo has to physcially close, due to Covid-19, a pandemic, a ruling by the city, state or government then classes will resume via Virtual Classes, ie: zoom. We will do our best to offer as many classes as we can to “mimic” the current dojo schedule, at the approximate times. (\_\_\_\_\_) initial

## **Force Majeure**

In no event shall, The Sports, Fitness & Karate Inc dba: Okaigan Karate Dojo be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, insurrection, war, riots or failure of communication or power; it being understood that The Sports, Fitness & Karate Inc dba: Okaigan Karate Dojo shall use reasonable efforts to resume performance of its obligations as soon as practicable under the circumstances. In case of Force Majeure, classes will continue, virtually, and there will be no refunds, “pauses” or prorations of karate dues. (\_\_\_\_\_) initial