

Sports, Fitness & Karate Inc. DBA: Okaigan Dojo

Located in: The Market Place Shopping Center

19720 Stevens Creek Blvd Cupertino, CA 95014 (main location)

19622 Stevens Creek Blvd, Suite 200/210 Cupertino, CA 95014 (temporary location) TEL: 408-257-4116

Karate - Self Defense – Camps – Private Lessons – Virtual Lessons Application & Emergency Release Form

PLEASE PRINT CLEARLY

_____ One (1) Class per week	_____ Junior Classes (age 4-6)
_____ Two (2) Classes per week	_____ Youth Classes (age 7-12)
_____ Three (3) Classes per week	_____ Teen Classes (age 13-17)
<u>N/A will resume asap</u> Unlimited (4-6) Classes per week	_____ Adult Classes (age 18+)

HOW DID YOU HEAR ABOUT US? _____ REGISTRATION DATE _____

STUDENT LAST NAME _____ STUDENT FIRST NAME _____

STUDENT BIRTHDATE _____ CURRENT AGE _____ STUDENT PHONE # _____

HOME ADDRESS _____ CITY _____ ZIP _____

STUDENT EMAIL _____

FATHERS LAST NAME _____ FATHERS EMAIL _____

FATHERS CELL # _____ FATHERS WORK # _____

MOTHERS LAST NAME _____ MOTHERS EMAIL _____

MOTHERS CELL # _____ MOTHERS WORK # _____

FATHERS EMPLOYER NAME _____ MOTHERS EMPLOYER NAME _____

EMERGENCY NAME _____ RELATION _____ EMERGENCY # _____

INSURANCE NAME _____ GROUP NUMBER _____

PHYSICIAN'S NAME _____ PHONE NUMBER _____

DENTIST'S NAME _____ PHONE NUMBER _____

In consideration for the acceptance of my application for participation in or presence at the aforementioned activity, I hereby waive, release and discharge, The Sports, Fitness & Karate Inc dba: Okaigan Karate Dojo Owner and assistant instructor's, coaches, contractors and volunteer coaches/instructors, the landlord, The Market Place Shopping Center, the City of Cupertino, City Council, Boards and Commissions, and instructors thereof, all officers, agents, and employees from and against any and all liability for any loss, personal injury, including death, or property damage that may have arisen out of, or in any way connected with, my participation or presence at the aforementioned event, even though that liability may have arisen out of negligence or carelessness on the part of the persons or entities mentioned above and herein released, but do not release the above mentioned persons or entities from their fraudulent or intentional acts or for their negligent violations of statutory law.

By acknowledging and signing this letter, the student recognizes the risk involved and agrees to the following terms and conditions required by in conjunction with participating in our karate/self defense and or safety awareness classes.

During the training the student agrees to practice and train in the techniques being taught, and to only practice under the supervision of the instructor or instructor assistants.

The student, participant, or legal guardian thereof, hereby agrees to individually provide for the possible future medical expenses which may be incurred as a result of any injury sustained while participating in any class, during training or performing for Okaigan Karate Dojo Owner and assistant instructor's, coaches, contractors and volunteer coaches/instructors, or the facility cite at the "main dojo" 19720 Stevens Creek Blvd. Cupertino, CA 95014, or the temporary location at 19622 Stevens Creek Blvd. Suite 200/210 Cupertino, CA 95014 or via Zoom/Virtual classes.

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.

Further, I agree to allow the use of my photograph and/or that of the above named minor for public publicity.

Date

Signature of participant or (parent) or
Legal guardian (if under 18 years old)

Print Name

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
Are you experiencing a cough, shortness of breath or sore throat?	YES	NO
Have you had a fever in the last 48 hours?	YES	NO
Are you immunocompromised?	YES	NO
Do you live with someone that is immunocompromised?	YES	NO

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	Aspergers 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

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 4th 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 inlcude 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