

Jiai Aikido Corporation Waiver Form

980 Buenos Ave #1C, San Diego, California 921110 phone: 619-276-2454 web: SanDiegoAikido.com

Name (Adult or Minor) : last, first, middle (printed)	M / F / O	Date of Birth
Address		
City	State	Zip
Home Phone	Work Phone	
*This is for emergency contact reasons only. Jiai otherwise will not contact students of Independent Instructors.		
E-mail Address		
Do you understand that if you have any allergies, physical limitations, medications or medical conditions, your INSTRUCTOR and the Facility Owner should be aware with regard to your safety while training or the safety of others? If these limitations may affect your training or the training of others, you are responsible for making the class instructor aware of them as the Jiai Aikido facility is not responsible for students of Independent Instructors. <input type="checkbox"/> MARK HERE FOR YES		
Emergency Contact Name (1)	Relation	Phone

- 1. I acknowledge that Jiai Aikido carries no insurance against liability for injury to any of its students or persons present in the dojo. I agree that before using the mat or any equipment at the Jiai Aikido dojo I will inspect the facilities and equipment I use, and if I believe anything is unsafe, I will immediately advise the instructor present and will refuse to participate in training any further.
- 2. I have been advised not to attempt any skill level in training or any other activity of which I am not fully capable. I realize that the study of martial arts requires proper conditioning and training.
- 3. I fully understand that:
 - A. There are risks and dangers associated with martial arts training including but not limited to bodily injury, communicable diseases, partial or total disability, paralysis and death. In accordance with the law, Jiai Aikido does not exclude individuals with medical conditions that do not pose a medically recognized threat to the health or safety of other students in the normal course of training. I understand that there are some unavoidable circumstances where these conditions may require special caution on my part to minimize danger to myself or others, and I acknowledge that it is my responsibility to act accordingly.
 - B. There are social and economic losses and damages which could result from those risks and dangers described above which could be severe;
 - C. These risks and dangers may be caused by my negligence, the negligence of my training partner, or the negligence of others around me who are training or doing any other activity, or by the negligence of the Jiai Aikido dojo or other agents or instructors of Jiai Aikido;
 - D. There may be other risks not known or foreseeable at this time which could arise.
- 4. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS OF DEATH, ILLNESS, OR INJURY SUSTAINED WHILE PARTICIPATING IN OR OBSERVING, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES DESCRIBED IN 6 BELOW.
- 5. I accept and assume all such risk and responsibility for all losses and damages following any such injury, illness, disability, paralysis or death, however caused or alleged to be caused including injuries caused in whole or in part by the negligence of Jiai Aikido, its representatives, agents, employees, instructors, or other participants, or owners or lessees of the premises including their officers, directors, agents and employees.
- 6. I release Jiai Aikido, agents, instructors, employees of and all individuals associated with Jiai Aikido from any and all liability, claims, demands or actions whatsoever arising out of the damage, loss or injury to me while upon the Jiai Aikido premises or while participating in training or any other activities contemplated by this agreement, whether such loss, damage, or injury results from negligence or otherwise.
- 7. I agree that this Release, Consent and Assumption of Risk Statement covers each and every time that I train or otherwise participate in any activity, listed or unlisted, at the Jiai Aikido dojo or at any other location sponsored by Jiai Aikido, its agents, employees or instructors.
- 8. I agree that I WILL NOT SUE OR MAKE A CLAIM AGAINST the released parties as the result of my participation at the Jiai Aikido dojo or at any other location where training takes place.
- 9. I agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from all claims, judgments, and costs including attorneys fees incurred in connection with any action brought as a result of my participation in any activity at the Jiai Aikido dojo.
- 10. I understand that Martial Arts are educational systems. I agree to strictly abide by the training rules of the Jiai Aikido dojo and to follow explicitly all instructions given by instructors during the course of my training. I agree to watch out for others in the dojo and while training on the mat and to follow all the rules posted and otherwise explained to me. Should I break any of these rules, I understand that it is the decision of the instructor whether or not I may continue training. I will abide by his/her decision.
- 11. In signing this agreement I am stating that I know what I am doing, that I take responsibility for my own acts, that I have read carefully and understand this agreement and that I fully agree with each statement contained in this agreement and that I am responsible for myself and will be considerate of others. I am that I may have the agreement reviewed by legal counsel.
- 12. I understand that this Release, Consent and Assumption of Risk Statement is in effect from the moment I arrive until the moment I leave the Jiai Aikido dojo, even if I am not training when something happens. Instruction is largely volunteer based and Jiai is held harmless for any damages or effects caused by any one person or instructor at any time.
- 13. If any portion of this agreement shall be held to be invalid, illegal or unenforceable to any extent and for any reason by any Court of competent jurisdiction, the remainder of this agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law.
- 14. I am aware and accept that Jiai Aikido staff will use their best judgment regarding the instructors for the course, but there are no guarantees that at any given time, any operating instructor holds a certain level of rank, certification, first aid or medical training, or other qualification. Jiai Aikido personnel may access to my account and financial information for the purposes of automatic billing, or other appropriate and applicable means standard to the industry.
- 15. I am aware and accept that my image may be used and appear on promotional materials, the company website, online media and/or inside the Jiai Aikido dojo or at events related to Jiai Aikido.

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BLOOD AND BODY FLUID BORNE PATHOGEN POLICY

Responsibility for health and safety on the mat is up to the student and the instructors or facility. There are diseases and illnesses other than those known to be transmitted through blood and body fluids. You are reminded that you are responsible for not only your own health and safety, but also the health and safety of your training partners. If you know or suspect that you have an illness which might affect or infect others, or which might impair your ability to train safely, you have the obligation to refrain from training until you are not a risk to others. In the interest of the health and safety of employees, staff, students, and clients, ALL INJURIES, puncture wounds and exposure to mucocutaneous blood and/or body fluid must be reported immediately. Current available evidence suggests that the risk of transmission of HIV during the type of body contact that occurs in Aikido training is slight. Organizations such as the NCAA, the National Academy of Pediatrics Committee on Sports Medicine and the U.S. Olympic committee have concluded that persons infected with blood-and body fluid-borne pathogens, particularly HIV, should not be banned from participating in contact sports. Certain federal and state anti-discriminatory laws may also prohibit such a ban. These organizations have concluded that the already slight risk of transmission of HIV and other blood- and body fluid-borne diseases can be further reduced by adoption of the Centers for Disease Control recommended "universal precautions" with regard to exposed body fluids.

Instructors, members, and all persons training shall treat all exposed body fluids as if they are infected. Specifically, the following measures will be observed at all times:

A. You will inspect the exposed parts of your body prior to participating in Aikido training to ensure that there are no breaks in your skin such as abrasions, open cuts, or sores.

B. You will inspect your hands and feet to ensure that fingernails and toenails are trimmed and smooth in order not to cause cuts.

C. You will never enter the training mat wearing a dogi which is blood or body fluid stained to any degree whatsoever. If you have any open cuts or sores, you will clean them with a suitable antiseptic and cover them securely with a leak proof dressing before coming on the training mat. You will make sure they stay covered while you are training. If your hands or feet have broken skin, suitable taping, gloves or tabi will be worn to cover these areas. If you notice that someone else has an open sore you will immediately advise him or her of the fact and cease training with the individual until the appropriate covering is in place. If a person does not remedy the situation, you will immediately notify the class instructor.

Procedures for wounds incurred during training. If a wound becomes uncovered, open, or is bleeding even to a minor extent during training, the person bleeding shall immediately stop training and leave the mat until the bleeding stops and the wound is securely covered as described below. Immediate measures shall be taken to stop the bleeding. If the injured person needs assistance with this procedure, each person so assisting shall wear a pair of latex gloves (which are available at the training area first aid kit). All used gloves and bloody cloths or dressings will be placed in a leak proof plastic bag provided for that purpose, and disposed of carefully. Hands shall be washed with soap and hot water immediately after gloves are removed. Minor blood stains on dogi will be treated with a disinfectant solution available in the dojo. If there are major blood stains or soiling, the dogi shall be removed immediately, placed in a leak proof container, and handled carefully until it can be laundered or disposed of.

Procedures for contact with another's blood. If you come into contact with the blood of another, make an immediate attempt to locate and alert the individual who is the source of the bleeding, leave the mat, and follow procedure herein.

Procedures for blood on the mat. If blood becomes present on the mat during training, the partner of the person bleeding will ensure that other students training do not come into contact with the blood. The blood, regardless of amount, will be cleaned up immediately by wiping down the exposed surface with the disinfectant solution provided for that purpose. Each person assisting in this task shall wear latex gloves (available in the dojo) and shall dispose of the gloves and cloths used for cleanup in the manner described in procedure above. Upon completion of the cleanup, each assisting person shall wash his or her hands with soap and hot water immediately after gloves are removed.

FOR PARENTS OR GAURDIANS OF MINORS:

WE THE PARENTS OR LEGAL GAURDIAN (S) CONSENT TO ALLOW THIS MINOR TO TRAIN WITH JIAI AIKIDO CORPORATION OR AT THEIR SPONSORED EVENTS AT THE FACILITY OR ANY OTHER LOCATIONS THAT MAY OCCUR FROM TIME TO TIME WE WILL INSTRUCT THE MINOR THAT HE OR SHE MUST INSPECT THE FACILITIES OR EQUIPMENT TO BE USED, AND IF HE OR SHE FEELS ANYTHING IS UNSAFE OR NEEDS THE INSTRUCTORS/STAFF'S ATTENTION, HE OR SHE WILL IMMEDIATELY ALERT SAID PERSON AND WILL REFUSE TO PARTICIPATE IN FURTHER TRAINING.

WE HAVE READ THOROUGHLY AND UNDERSTAN EACH AND EVERY SECTION ON BOTH SIDES OF THIS WAIVER AND INTEND TO BIND OURSELVE, THE MINOR, AND ALL HEIRS SUCCESSORS ,EXECUTORS, THE ESTATE, AND DEPENDENTS OF SAID MONOR TO THE TERMS HEREOF.

WE AGREE TO HOLD ("JIAI AIKIDO") JIAI AIKIDO CORPORATION, CATHERINE STRADA, JIAI AIKIDO, AND ALL IT'S/THEIR INSTRUCTORS, STUDENTS, STAFF, EMPLOYEES, AGENTS, AND INDIVIDUALS ASSOCIATED WITH JIAI AIKIDO COMPLETELY HARMLESS FROM ANY ACTION, LEGAL OR OTHERWISE, BROUGHT AS A RESULT OF OUR MINOR PARTICIPATING IN ANY ACTIVITIES SUPPORTED BY JIAI AIKIDO CORP OR IT'S RELATED PROGRAMS STUDENT IS EXPOSED TO OR INVOLVED IN. WE /I PROMISE TO INDEMNIFY JIAI AIKIDO & JIAI AIKIDO CORPORATION, AND ALL IT'S OFFICERS, AGENTS, EMPLOYEES, OR STAF, AND ALL RELEASES FOR ALL LIABILITY AND LOSSES INCLUDING ATTORNEY FEES OR MEDICAL EXPENSES OCCASIONED BY INJURY OR A CLAIM, ON BEHALF OF OR ON ACCOUNT OF INJURIES, ILLNESS, OR DEATH TO SAID MINOR AND TO FULLY INDEMNIFY ALL SUCH LOSSES.

I/We fully understand and acknowledge that:

a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis and death. b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe. c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below. d. There may be other risks not known to us or are not reasonably foreseeable at this time.

I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the martial arts facility used by the participant, including it owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee"...From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next to kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

We will instruct our minor to NOT go outside of the dojo without an adult in attendance, even into the parking lot, nor to go upstairs without adult supervision.

PARENT/GAURDIAN #1

PRINTED NAME: _____ DATE: _____

SIGNATURE: _____

PARENT/GAURDIAN #2

PRINTED NAME: _____ DATE: _____

SIGNATURE: _____

I declare I am at least 18 Years of age by signing below:

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____