

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

For Participants Over the Age of Majority in the Province or Territory in which the Athletic Activities are Provided by the Organization

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS.
READ IT CAREFULLY!**

Every Person Read and Understand this Waiver Before Participating in Athletic Activities.

The following waiver of all claims, release from all liability, assumption of all risks, and other terms of this agreement are entered into by me (the "Participant") with and for the benefit of: their directors, officers, employees, volunteers, business operators, agents and site property owners or Occupiers (the "Organization"). Occupiers is defined in accordance with the definition of Occupiers contained in the Occupiers Liability legislation applicable to the Province or Territory in which the Athletic Activities are provided by the Organization.

Please Initial Each item below after Reading and Understanding each item:

"Athletic Activities" include but are not limited to contact and non-contact sports, fitness activities, personal training instruction and activities, use of facilities, and fitness programs and services provided to the Participant by the Organization.

1. I am aware that there are inherent and significant risks ("Risks") associated with the participation in Athletic Activities. I am aware that those Risks include, but are not limited to, the potential for serious personal injury caused by any event or any condition of the facility or equipment where Athletic Activities are provided by the Organization, and health risks such as transient lightheadedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps or soreness, and nausea. I understand the Risks are relative to my own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which I conduct myself while participating in Athletic 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 Athletic Activities. I agree that although the Organization has taken steps to reduce the Risks and increase safety of the Athletic Activities, it is not possible for the Organization to make the Athletic Activities completely safe. I accept these Risks and agree to the terms of the waiver, even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Athletic Activities.
3. I acknowledge my obligation to immediately inform the nearest employee of the Organization if I feel any pain, discomfort, fatigue or other symptoms that I may suffer during and immediately after my participation in Athletic Activities. I understand I may stop participation at any time, and I may be requested to stop by an employee or volunteer of the Organization who observes any symptoms of distress or abnormal response.
4. I confirm that I have reached the age of majority in the province or territory in which I am participating in Athletic Activities.

5. In addition to consideration given to the Organization for my participation in Athletic Activities, I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:

a. To waive all claims that I have or may have in the future against the Organization; to release and forever discharge the Organization from all liability for all personal injury, death, property damage, or loss resulting from my participation in the Fitness 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 of judgment of the Organization; and

b. To be liable for and to hold harmless and indemnify the Organization 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 Athletic Activities.

c. I agree that this waiver and all terms contained within are governed exclusively by the laws of the Province or Territory of Canada in which the Athletics Activities are provided to me by the Organization. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory. Any litigation to enforce this waiver must be instituted in the Province or Territory in which the Athletic Activities are provided by the Organization.

6. 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 me and my Legal Representatives.

Please Print Clearly

Participant Name: _____

Participant Address: _____

Participant Signature: _____

Organization Witness Name: _____

Organization Witness Signature: _____

Signed this _____ day of _____, 20 _____

COVID-19 WAIVER:

**Assumption of the Risk and Waiver of Liability Relating to
Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

York Centre Karate have put in place preventative measures to reduce the spread of COVID-19; however, York Centre Karate cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending York Centre Karate programs it could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by attending York Centre Karate programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 at the York Centre Karate programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, York Centre Karate employees, volunteers, partners and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at York Centre Karate programs.

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless York Centre Karate employees, agents, partners and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, partners, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any York Centre Karate program.

Signed by member or parent

Member or Parent printed name

Date: _____

Health Information

Member: _____

Have you ever had, been treated for, or been advised to receive treatment or have any investigation for any of the following?

1.1 Heart attack, angina, chest pain, stroke, TIA, elevated blood pressure or cholesterol, murmur or other heart or blood vessel disease or disorder? No ___ Yes ___

Details: _____

1.2 Asthma or other respiratory disorder? No ___ Yes ___

Details: _____

1.3 Arthritis, MS, ALS, muscle or back disorder? No ___ Yes ___

Details: _____

1.4 Back pain, disc disease, rheumatism, gout, arthritis, paralysis, polio, fibromyalgia, or disorder, pain or stiffness of the muscles or bones including joints, back, neck and spine, or a hip, knee or other joint replacement, amputation, or any conditions causing crippling or limited motion or requiring adaptive devices? No ___ Yes ___

Details: _____

1.5 AIDS, HIV testing, any HIV-related disease, any blood or lymph gland disease or disorder? No ___ Yes ___

Details: _____

1.6 Any other physical, mental or nervous symptoms, disease, impairments, or disorders not listed on this page? No ___ Yes ___

Details: _____

1.7 Deafness, blindness, optic neuritis or other visual disturbance, or any other disorder of the eyes, ears, nose or throat including loss of speech? No____ Yes____

Details: _____

1.8 Dizziness, fainting, convulsions, headaches, epilepsy, any sleep disorder, memory loss or impairment or any disorder of the brain or nervous system? No____ Yes____

Details: _____

1.9 Autism? No____ Yes____

Details: _____

2.0 Wheelchair bound? No____ Yes ____

Details: _____

If you have answered “yes” to any of the questions above, please provide details below.

Question
Number

Conditions / symptoms, duration,
tests, results and treatment

Signature: _____

Date: _____

Name: _____



SHORINRYU MATSUMURA SEITO SUIKEN BUGEIKAI & TORONTO SUIKEN BUGEIKAI & YORK CENTRE KARATE

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I..... abide by the **Shorin ryu Matsumura Seito Suiken Bugei Kai, Toronto Suiken Bugeikai and York Centre Karate** STANDARDS AND POLICIES and declare myself a student of this organization. Failure to abide STANDARDS AND POLICIES will lead to take disciplinary action.

Signature of the Instructor

Signature of Student

Date (yyyy-mm-dd)

Location



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TORONTO SUIKEN BUGEIKAI & YORK CENTRE KARATE**

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STUDENT'S NON-DISCLOSURE & PROPERTY AGREEMENT

I, _____ the student, understand and agree to the rules and regulations of **SHORIN RYU MATSUMURA SEITO SUIKEN BUGEI KAI, TORONTO SUIKEN BUGEIKAI and YORK CENTRE KARATE**; including the prohibition of copying, selling, distributing, or publicly showing any **PROPERTY** or **MATERIALS** produced or provided by the **SHORIN RYU MATSUMURA SEITO SUIKEN BUGEI KAI, TORONTO SUIKEN BUGEIKAI and YORK CENTRE KARATE** without express written permission. These materials and items include, but are not limited to, any written or photographic materials including manuals, books, DVD's, VHS tapes, digital media and video files, photograph's, sound tapes, cassette's, MP3 files, patches, images, etc. Applicant further understands that all written or video materials of the above mentioned associations are to be considered as copy written materials subject to International and Domestic laws and regulations.

STUDENT'S SIGNATURE: _____

DATE: _____

Please ensure one box is checked for Part 1 and one box is checked for Part 2 of this form.

Part 1– Events

I, _____, hereby agree and give my permission for the York Centre Karate
(*Name of parent/guardian if student is a minor, under the age of 18.*
Name of student if an adult, 18 years of age or older.)

and/or partners to record, film, photograph, audiotape or videotape my/my child’s name, image, student work, and performance (hereinafter collectively referred to as “Works”) and to display, publish or distribute these Works for the purpose of publishing, posting on the York Centre Karate website, posting in any chosen by York Centre Karate place, posting on social media sites and/or for broadcasting on television or radio as determined by the York Centre Karate.

I hereby waive any right to approve the use of these Works now or in the future, whether the use is known to me or unknown, and I waive any right to any royalties related to the use of these Works.

I understand that the Works may appear in electronic form on the internet or in other publications outside of the York Centre Karate’s control. I agree that I will not hold the York Centre Karate responsible for any harm that may arise from such unauthorized reproduction.

Please mark this box if you **AGREE** that you and/or your child may participate in recorded York Centre Karate events and York Centre Karate hosted events as described above. (See Part 2 below)

Please mark this box if you **DO NOT WISH** you and/or your child to participate in recorded York Centre Karate events and York Centre Karate hosted events.

Part 2 – Media Specific

I also understand that external media organizations may attend York Centre Karate events. I give permission for my/my child’s name, image, student work, and performance to be photographed, filmed, audio-taped or videotaped for the purpose of being published and/or broadcast on-line, on television or radio.

Please mark this box if you **AGREE** that you and/or your child may participate in media events that may be published or broadcast by organizations external to the York Centre Karate.

Please mark this box if you **DO NOT WISH** you and/or your child to be photographed, filmed, audio-taped or videotaped at media events.

I have read this Student Media Release Consent Form and I fully understand the contents and meaning of this release. I understand that I am free to contact the York Centre Karate with any questions regarding this release.

Student’s Name: _____ Gender: _____

Address: _____

Student’s Signature (If 18 years of age or older): _____

Parent’s/Guardian’s Name: _____

Parent’s/Guardian’s Signature (If student is a minor – under the age of 18): _____

Date: _____