

## Riverbend Karate, member SWKKF REGISTRATION, INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

<u>WARNING!</u> Please read carefully. By signing this document, you will assume certain risks and responsibilities and give up important legal rights, including the right to sue.

Name of Participant *
First Name Last Name
Email *
example@example.com
Phone Number *
Please enter a valid phone number.
Health Considerations *
Write N/A if not a consideration
Emergency Phone Number *
Please enter a valid phone number.
Primary Class Choice *
Sunday 11am - 12.50 Terwillegar Rec Center  Monday 6pm - 7.50 Archbishop Joseph School

Wednesday 6pm - 7.50 St Thomas Aquinas School

Date of Participant Birth choose drop down or Write in if paper document *
Month Day Year
CURRENT BELT COLOR choose drop down or Write in if paper document
Shintani passbook number write or type in
Height in CM: write or type in
Address *
Street Address
Street Address Line 2
City Province
Postal Code
Registration Fee \$290.00 Mid Sept to Mid May, Includes obligatory annual Shintani Federation fee of \$70.00
Payment Method *
CASH with students name on envelope PERSONAL CHEQUE with students name on it E-PAYMENT WITH STUDENTS NAME SENT TO contactus@riverbend-karate.com
How did you hear about our club? *  Return Student Friend

Advertising Facebook **A.** I have read this waiver and I agree to observe all the club rules and instructions and to follow the requests of instructors established for the purpose of maintaining order and protecting members from injury. I acknowledge that while Riverbend Karate Association strives to provide a safe training environment, karate is an activity that involves risk, including the possible risk of severe or fatalinjury. I further agree that the members' likeness may be used from time to time in promotional media. I recognize the inherent risks and on behalf of myself, heirs and successors, hereby release the Instructors, Directors and other members of the Riverbend Karate Association and Edmonton Public/ Catholic Schools FROM ANY AND ALL LIABILITY for any injury, damage, loss, or expense, including liability for negligence, which I may suffer while participating in the club activities.

**B.** The Riverbend Karate Association is collecting this information in accordance with the Personal Information Privacy Act (2003). This information will be used to maintain membership lists under the requirements of the Societies Act (1980), to contact members about the club or training times and in the event of an emergency with a member while training. This information will not be shared with any third parties except in case of medical emergency without prior written consent. By signing this form, you consent to this use of the information you provide.

We have read and agree to be bound by paragraphs A and B above, and, initial here*  YES
Signature of Participant or Parent or Legal Guardian if under 18 *
Type Signature
Date *
Month Day Year

## **INFORMED CONSENT AND ASSUMPTION OF RISK**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the sport of Karate and the orientation, instruction, activities, programs, and services of Karate (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this document:

#### **Disclaimer**

2. Riverbend Karate Association, its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "the Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

We have read and agree to be bound by paragraphs 1 and 2, and, initial here	*
VEC	

### **Description of Risks**

- 3. The Parties understand and acknowledge that:
- a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;

- b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming;
- c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and
- d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, The Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.

# **Description of Risks - continued**

- **4.** The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:
- a) Contracting COVID-19 or any other contagious disease;
- b) Privacy breaches, hacking, technology malfunction or damage;
- c) Executing strenuous and demanding physical techniques;
- d) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- e) Exerting and stretching various muscle groups;
- f) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- g) Spinal cord injuries which may render me permanently paralyzed;
- h) Striking participants and objects with parts of the body;
- i) Contact, colliding or being struck by other participants;
- j) Tumbling falling or being thrown to the floor;
- k) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
- 1) Abrasions, sprains, strains, fractures, or dislocations;
- m) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
- n) Physical contact with other participants, spectators, equipment, and hazards;
- o) Not wearing appropriate safety or protective equipment;
- p) Failure to act safely or within my own ability or within designated areas;
- q) Negligence of other persons, including other spectators or participants;
- q) Negligence of otherr) Weather conditions;
- s) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities

We have read and agree to be bound by paragraphs 3 and 4' and initial here	*
YES	

### **Terms**

- **5.** In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
- a) That the Participant's mental and physical condition is appropriate to participate in the Activities;
- b) That when the Participant practices or train in his or her own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
- To comply with the rules and regulations for participation in the Activities;
- d) To comply with the rules of the facility or equipment;
- e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately;
- f) The risks associated with the Activities are increased when the Participant is impaired, and the Participant agrees not to participate if impaired in any way;
- g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
- h) That they are responsible for the choice of the Participant's protective equipment and the secure fitting of the protective equipment;
- i) That COVID-19 is contagious in nature and the Participant may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agree to assume all of the foregoing risks.
- **6.** In consideration of the Organization allowing the Participant to participate, the Parties agree:
- a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and
- b) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities.

  General
- 7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the province of Alberta Canada and they further agree that the substantive law of Alberta will apply without regard to conflict of law rules.
- **8.** The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

We have read and agree to be bound by paragraphs 5 to 8, and initial here	*
YES	

# <u>Acknowledgement</u>

9. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant *		
First Name	Last Name	
Date of Participant Birth *		
Month Day	Year	
Name of Parent or Legal Guardian if Participant under 18 years. *		
First Name	Last Name	
Date *		
Month Day	Year	
Signature of Participant or Parent or Legal Guardian if under 18 *		
Signature		