

# Aikido Central Coast (Aikido Group)

1199 Los Osos Valley Road, Los Osos, CA 93402

805.242.8184

## Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement

**NOTICE: This is a legally binding agreement.** By signing this agreement, you contractually agree to never bring a court action to recover compensation or obtain any other remedy for any injury to yourself, of your property, or for your death, however caused, arising out of your use of the facilities, equipment or participation in activities of the Aikido Group (aka Aikido Central Coast).

### Acknowledgement of Risk

In consideration of being allowed to participate in any way in the activities presented by the Aikido Group (aka Aikido Central Coast), its related events and activities, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in martial arts training, cardiovascular exercise, or any activity that involves physical exertion is significant, including but not limited to the potential for serious bodily injury, total disability, paralysis and death, and while particular skill, equipment, and personal discipline may reduce this risk, the risk does exist. The social and economic losses and/or damages, which could result from such risks and dangers could be severe. Injuries received may be compounded or increased by negligent rescue operations or procedures of the Aikido Group; and
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE,** inaction or action of the Aikido Group, its landlord, its members, employees, shareholders, officers, directors, or affiliates, or agents or its owners, employees, or agents, or other participants or visitors of the Aikido Group, or others, and assume full responsibility for my participation; and
3. I acknowledge and understand that neither the Aikido Group, nor any of its instructors, including, but not limited to Russell Rayburn, Michele Simone, and Larry Bardach, or employees provide medical or any other form of insurance to participants such as myself.

### Statement as to Health and Condition

I certify that I have undergone a physical examination by a doctor who determined that I am in good health and that I have no physical limitations that would preclude my safe use of the facilities and equipment by the Aikido Group. I agree to inform the Aikido Group of any changes in my health status which would relate in any way to my training in Aikido.

### Blood Borne Pathogen Policy

Although current available medical evidence suggests that the risk of transmission of blood borne pathogens such as HIV and Hepatitis during the type of body contact that occurs in Aikido training is unlikely, the Aikido Group has adopted the "Universal Precautions" recommendations of the Center for Disease Control. Generally, this means that all persons shall treat all exposed bodily fluids as if they are infected. Specifically, the following measures shall be observed:

1. Any breaks in skin will be cleaned with antiseptic and covered securely with a leakproof dressing. Suitable taping, gloves, or tabi will be worn to cover hands or feet with broken skin. Anyone noticing another with an open cut or sore will immediately alert him/her of the fact and cease contact until the appropriate covering is in place. The instructor is to be notified if a person does not immediately remedy the situation.
2. If a wound becomes uncovered, open or is bleeding, the person bleeding shall immediately stop training and leave the mat until the bleeding stops and the wound is covered. If the injured person needs assistance with this procedure, each person so assisting shall wear latex gloves(available at the first aid area). All used gloves, bloody clothes or dressings will be place in a leakproof plastic bag and disposed of carefully. Hands shall be washed with soap and hot water immediately after gloves are removed.
3. Anyone coming into contact with the blood of another will immediately wash the exposed areas thoroughly with

soap and hot water. If blood is present on the mat, the immediate area will be vacated so that others do not come into contact with it. The blood will be cleaned immediately by wiping the exposed surface with the disinfectant solution provided. Each person assisting shall wear latex gloves (available at the first aid area) and shall dispose of the gloves and cloths used for cleaning in the manner described in #2 above.

I have read, understand and agree to comply with the Blood Borne Pathogen Policy.

### **Waiver of Liability, Release, Assumption of the Risk and Indemnity**

I intend to be legally bound and it is my express intent that this Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement shall bind my spouse, heirs, assignees, executors, and administrators.

In consideration for being allowed to participate in any way in the activities and use of the facilities at the Aikido Group, I HEREBY AGREE on behalf of myself, my successors, assigns, heirs, survivors, representatives, executors, and administrators to assume all risk, and waive, release, and discharge forever the Aikido Group, its landlord, its members, employees, shareholders, officers, directors, or affiliates, or its owners, employees, or agents, or other participants or visitors of the Aikido Group from all liabilities, claims, demands, causes of action, actions, lawsuits, or judgments of any kind whatsoever, including but not limited to causes in law or equity, for negligence, breach of warranty, or strict liability tort, for any injury, death and/or other damages.

Further, I hereby agree to indemnify, defend, and save harmless the Aikido Group, its landlord, employees, shareholders, officers, directors, or affiliates, or its owners, employees or agents, or other participants or visitors of the Aikido Group, from any and all claims, demands, causes of action, actions, lawsuits, or judgments of any kind whatsoever arising out of or for in any way related to my presence at or use of the facilities or equipment, including but not limited to martial arts training and cardiovascular exercise, of the Aikido Group.

**I state that I have read this Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement and that I fully understand and agree that by signing below I am contracting away my right to sue and that I WILL BE SOLELY RESPONSIBLE FOR ANY INJURY, DEATH, OR DAMAGE, THAT I MAY SUSTAIN AT OR IN CONNECTION WITH THE AIKIDO GROUP (aka Aikido Central Coast) and sign it freely and voluntarily without any inducement.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Age

\_\_\_\_\_  
Date of Birth

*Parents/Guardians of participants of Minority Age, please sign release below.*

### **FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Phone #

## AGREEMENT TO ARBITRATE DISPUTES

**Aikido Central Coast (aka Aikido Group), with a business address at 1199 Los Osos Valley Road, Los Osos California and Participant named \_\_\_\_\_ (each a “Party” and collectively, the “Parties”) agree as follows, effective as of \_\_\_\_\_.**

### **1. Agreement to Arbitrate.**

Except as otherwise mutually agreed in writing, the Parties hereby irrevocably agree to arbitrate in accordance with the terms of this Agreement to Arbitrate Disputes (“Agreement”) any legal disputes, claims, controversies, or disagreements among them in any way whatsoever relating to, arising from, or concerning Participant’s participation with the Aikido Group, including the interpretation, breach, or enforcement of any current, former, or future agreement between the Parties, as well as this Agreement itself. To the extent there is any conflict between such agreement(s) and this Agreement, this Agreement shall prevail over any former or current agreements with regard to dispute resolution, but any future agreement(s) shall supersede this Agreement, but only to the extent of incompatibility, and otherwise the terms and conditions of this Agreement shall remain in full force and effect. Without limitation, this Agreement shall apply to any legal disputes, claims, controversies, or disagreements among the Parties relating to or arising from any claims or matters, state law, and federal law (including, without limitation, the Americans with Disabilities Act and the Civil Rights Act of 1964).

### **2. Waiver of Jury Trial.**

Except as otherwise provided here, mutually agreed by the Parties in writing, or as specified in a subsequent inconsistent agreement, it is the intention of the Parties that arbitration in accordance with the terms of this Agreement be the exclusive method of resolving disputes between the Parties. Each Party therefore hereby waives and understands that it is waiving his, her, or its right to court trial and trial by jury.

### **3. Commencement of Arbitration.**

If the Parties are unable to resolve a dispute covered in Section 1 of this Agreement through negotiation or other informal means, they shall submit any such dispute, whether based on contract, tort, or statutory duty or prohibition, to binding arbitration, before one (1) arbitrator, in accordance with California Code of Civil Procedure §§1280 through 1294.2; provided, however, that the terms of this Agreement shall prevail where the Code of Civil Procedure provisions are inconsistent, and the decision of the arbitrator shall be final and non-appealable.

The Party demanding arbitration shall submit a written claim to the other Party, setting out the basis of the claim and proposing the name of an arbitrator. Each Party consents to such service of process at the address listed above (which may be changed at any time, upon written notice to the other Party). The responding Party shall have fifteen (15) calendar days in which to respond to this demand in a written answer. If this response is not timely made, or if the responding Party agrees with the person proposed as the arbitrator, then the person named by the demanding Party shall serve as the arbitrator. If the responding Party submits a written answer rejecting the proposed arbitrator then, unless the Parties mutually agree on an arbitrator, on the request of either Party, the local American Arbitration Association shall select an arbitrator from its panel.

No one who has ever had any business, financial, family, or social relationship with any Party to this Agreement shall serve as an arbitrator unless the related Party informs the other Party of the relationship and the other Party thereafter consents in writing to the use of that arbitrator.

### **4. Conduct of Arbitration.**

The arbitration shall take place in San Luis Obispo County, California, at a time and place selected by the arbitrator. California and U.S. federal law shall apply. A prearbitration hearing shall be held within thirty (30) calendar days after the arbitrator’s selection. The arbitration shall be held within ninety (90) calendar days after the prearbitration hearing. The arbitrator shall establish any deadlines necessary to accomplish this goal and shall permit the extension of this deadline in his or her discretion, as necessary to avoid unfairly burdening or prejudicing any Party.

Each Party shall be entitled to discovery of essential documents and witnesses, as determined by the arbitrator. No less than forty-five (45) calendar days before the first scheduled date of the arbitration, a Party may serve a document request calling for any document that would be discoverable in civil litigation. The Party served with this request shall deliver the requested documents and any objections within ten (10) calendar days. The arbitrator shall resolve any dispute over the exchange of documents. Each Party may take no more than two (2) depositions, unless additional depositions are allowed by the arbitrator for good cause. All depositions must be completed fifteen (15) calendar days before the arbitration date. The arbitrator may resolve any disputes over

the depositions as they would be resolved in civil litigation.

The arbitrator shall have the following powers:

- a. To issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence;
- b. To order depositions to be used as evidence;
- c. Subject to the limitations on discovery enumerated above, to enforce the rights, remedies, procedures, duties, liabilities, and obligations of discovery as if the arbitration were a civil action before a California superior court.
- d. To conduct a hearing on the arbitrable issues;
- e. To administer oaths to Parties and witnesses.

**5. Decision of Arbitrator.**

Within fifteen (15) calendar days after completion of the arbitration, the arbitrator shall submit a tentative decision in writing, specifying the reasoning for the decision and any calculations necessary to explain the award. Each Party shall have fifteen (15) calendar days in which to submit written comments to the tentative decision. Within fifteen (15) calendar days after the deadline for written comments, regardless of whether any comments are received, the arbitrator shall transmit the final award to the Parties in writing.

**6. Expenses of Arbitration.**

The Parties shall each pay directly to the arbitrator half of the initial arbitration fee, regardless of which Party initiated the arbitration. Unless otherwise ordered by the arbitrator, each Party shall pay its own attorney fees, witness fees, and other expenses incurred by the Party for his or her own benefit.

The arbitrator may award the prevailing Party his, her, or its expenses and fees of arbitration, including reasonable attorney fees and witness fees, in such proportion as the arbitrator decides. In general, it is the intention of the Parties that the prevailing Party be awarded its attorneys fees and costs, and that the arbitrator determine the prevailing Party, or the lack thereof, for this purpose.

**7. Confidentiality of Arbitration.**

The Parties agree that, except to the extent that disclosure may be required pursuant to subpoena, deposition notice, discovery requests, court order or process, or otherwise required by law or ordered by the arbitrator, the conduct of, and decision, results, and any award of the arbitration are and shall be confidential and shall be kept confidential and secret by the Parties to this Agreement, and their respective attorneys, agents, and employees, except that the Parties may disclose the contents of this Agreement to their respective attorneys, auditors, accountants, insurers, clergy, and immediate family. The Parties further agree that any comment by the Parties, and their attorneys, agents, and employees regarding the result of any arbitration shall be limited to a statement that the Parties settled their differences and resolved all controversies between them. Neither Party shall make, directly or indirectly, and public derogatory remarks regarding the other Party to the arbitration.

**8. Binding on Successors.**

The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, assigns, and successors in interest of each of the Parties.

**9. Entire Agreement.**

Except as otherwise provided herein, this Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, shall not be binding on any of the Parties, and each of the Parties acknowledges that he, she, or it has not relied, in entering into this Agreement, on any representation, warranty, promise, or condition not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement.

**10. Amendments.**

The Parties agree that any amendments or modifications to this Agreement shall be deemed null and void unless such amendments or modifications are in writing, specifically refer to this Agreement, and are signed by authorized representatives of all Parties.

**11. Severability.**

In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

**12. Headings.**

The heading in this Agreement are for convenient reference only and shall not limit or otherwise affect any of the terms of this Agreement.

**13. Choice of Law.**

This Agreement shall be interpreted in accordance with the laws of the State of California and of the United State of America applicable to contracts executed and performed entirely therein, without regard to its conflicts of law provisions.

**14. Survivability.**

This Agreement shall survive the termination of any association and or participation of the Participant with the Aikido Group.

**15. Drafting.**

This Agreement shall be deemed to have been drafted jointly by the Parties hereto. Any uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting to said Party. The Parties acknowledge and represent that each of them have been given an opportunity to consult with, an attorney(s) of his, her, or its own choice in connection with the execution of this Agreement.

**16. Counterparts; Effectiveness.**

This Agreement may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, by postal mail, or by any other mean

**17. Acknowledgement.**

EACH PARTY SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE, SHE, OR IT HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS AGREEMENT AND ITS FINAL AND BINDING EFFECT; HAS BEEN AFFORDED SUFFICIENT TIME AND OPPORTUNITY TO REVIEW THIS AGREEMENT WITH ADVISORS OR ATTORNEYS OF HIS, HER, OR ITS CHOICE; HAS HAD AN OPPORTUNITY TO NEGOTIATE WITH REGARD TO THE TERMS OF THIS AGREEMENT; IS FULLY COMPETENT TO MANAGE HIS, HER, OR ITS OWN BUSINESS AFFAIRS AND TO ENTER INTO OR SIGN THIS AGREEMENT; HAS SIGNED THIS AGREEMENT KNOWINGLY, FREELY, AND VOLUNTARILY; AND THAT THE ONLY PROMISES MADE TO INDUCE HIM, HER, OR IT TO SIGN THIS AGREEMENT ARE THOSE STATED HEREIN.

**Participant:**

**Aikido Group / Aikido Central Coast:**

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

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

Signature \_\_\_\_\_

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

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

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

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
(UNDER 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to the Agreement to Arbitrate Disputes as provided above.

Name: \_\_\_\_\_ By (Signature) \_\_\_\_\_

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