

Dynamic Karate Association of Alberta
WAIVER AND RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK
AGREEMENT

WARNING: READ CAREFULLY. BY SIGNING THIS DOCUMENT YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT. CLARIFY ANY QUESTION OR CONCERN BEFORE SIGNING.

PARTIES

1. This is a binding legal agreement. In this Agreement: **“Participant”** means the person named below, who signs this Agreement and confirms that they have reached the age of majority in their province or territory of residence; **“Organization”** means Shintani Wado Kai Karate Federation (the “Federation” or “SWKKF”), a non-profit martial arts federation of affiliated clubs and dojos; **“Parties”** means the Participant and the Organization; and **“Released Parties”** means the Organization and every person and organization connected with it, including, but not limited to, its affiliated, member and partner organizations, provincial and territorial sport organizations, clubs, teams, event organizers and host organizations, and their respective directors, officers, members, employees, coaches, instructors, trainers, team staff, therapists, chaperones, volunteers, officials, marshals, drivers, agents, contractors and service providers, medical and first aid personnel, suppliers, sponsors, insurers, owners, operators and occupiers of applicable facilities, venues and premises, landowners, municipalities, and representatives, sensei, sempai and assistant instructors, dojo owners, operators and occupiers, Senate and committee members, provincial and regional representatives, examiners and grading panels, tournament hosts, sanctioning bodies and organizing committees, tournament officials including centre referees, corner judges, scorekeepers and table officials, national team staff and managers, training partners, and billet and host families. The Organization enters into this Agreement on its own behalf and as agent and trustee for each other Released Party, each of whom may enforce it directly.

ACTIVITIES

2. **“Activities”** means the martial arts of traditional Wado Kai Karate and Shindo in all their forms, including, but not limited to, kihon (basic technique), kata, bunkai and the practical application of kata, kihon kumite, contact and non-contact kumite and sparring, throws, sweeps, takedowns, joint locks, restraints and groundwork, self-defence instruction and scenario or adrenal-stress drills, weapons and Shindo staff work, and related conditioning, flexibility and fitness training; all program streams of the Federation, whether recreational, developmental, competitive or high performance, including regular dojo classes, technical clinics, seminars and workshops, kyu and black belt gradings and pre-grading sessions, instructor development, certification and instructor clinics, judging, refereeing and officiating training, self-defence clinics, national, regional and provincial tournaments and workshops, national team selection, training and competition, inter-club and inter-dojō training visits, demonstrations and community events, and virtual or online classes, workouts and clinics, in each case whether delivered directly by the Federation or by or through an affiliated, member or partner club, dojo, or provincial or regional body, or their instructors, coaches, volunteers or agents, and the programs, lessons, clinics, camps, practices, training sessions, leagues, competitions, tournaments and events of the Organization or the Released Parties, or sanctioned, organized or permitted by the Organization; coaching, instruction, officiating, competition organization, equipment testing and spectating; use of any facility, venue, field of play, dojo, gymnasium, community centre, school, arena or hotel and convention floor space, matted, sprung, hardwood, tile, carpeted or concrete training surface, tatami, puzzle or crash mat, tournament ring or competition area, change room, warm-up or spectator area, home or other remote space used for virtual or unsupervised training, Shindo staff or other training weapon, makiwara, striking pad, focus mitt, shield, bag or other impact equipment, protective equipment including gloves, foot and shin protectors, mouthguard, headgear and chest and groin protectors, or scoring, timing and public address equipment, equipment or apparatus; strength, dry land and conditioning training; any testing, assessment, treatment or first aid provided in connection with them; social and ancillary events; and travel to, from and between any of them, whether supervised or unsupervised, in person or virtual, and wherever they occur.

DESCRIPTION OF RISKS

3. The Participant participates voluntarily. The Participant acknowledges that the Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution, or expertise can eliminate,

including the potential for serious bodily injury, permanent disability, paralysis, and loss of life. Those risks include, but are not limited to:

- a) falls, collisions and loss of control, and contact with other participants, spectators, officials, equipment, barriers, fixtures, posts, walls and other fixed or moving objects;
- b) head injuries, including concussion and blunt head trauma, whether or not protective equipment is worn, and neck and spinal cord injuries that may result in permanent paralysis or brain damage;
- c) fractures, dislocations, abrasions, lacerations, strains, sprains, tears and internal injuries;
- d) strikes, punches, kicks, blocks, sweeps and blows to the head, face, throat, torso, groin and limbs, whether intended or accidental and whether or not within the permitted level of contact, including excessive, uncontrolled or unexpected contact, and accidental contact with a partner's or opponent's hand, foot, elbow, knee or head, and resulting eye, dental, ear and testicular injuries;
- e) throws, sweeps, takedowns, falls to the floor, joint locks, restraints, chokes, groundwork and impact with the training surface, and self-defence or scenario training involving grabs, holds, restraints, simulated assault and adrenal-stress conditions;
- f) being struck by, or striking another with, a Shindo staff or other training weapon, or an implement that is dropped, deflected, released or otherwise not controlled, contact with makiwara, pads, shields, bags and other impact equipment, and repetitive impact and overuse injury arising from kata, kihon and conditioning drills;
- g) disparity in size, weight, age, rank, strength or experience between training partners or opponents, training alone, unsupervised, or in a virtual or online session where the space, flooring, equipment and supervision are outside the Organization's control, and participation in tournaments, group travel, billeting, overnight accommodation and associated social activities;
- h) playing surface, facility, venue and premises conditions, including wet, uneven, obstructed, defective, dangerous or unsafe conditions, and extreme weather, poor visibility and altitude;
- i) mechanical failure, or the negligent design, manufacture, assembly, maintenance or use, of equipment, and failure to wear or properly fit protective equipment;
- j) strenuous exertion and the resulting risk of cardiac events, heat exhaustion, hypothermia, dehydration and fatigue, and the transmission of infections and communicable diseases;
- k) the Participant's own negligence or failure to participate within their own ability or within designated areas, the negligent or reckless conduct of others, and negligent advice, instruction, supervision, coaching or officiating; and
- l) inadequate or delayed first aid, medical assessment or emergency response, including at remote locations, and travel to, from and between venues and events.

RELEASE, WAIVER, INDEMNITY AND ASSUMPTION OF RISK

4. In consideration of the Organization permitting the Participant to take part in the Activities, the Participant agrees as follows:

a) Representations. The Participant represents that their mental and physical condition is appropriate for participation in the Activities and that they have sought medical advice where they considered it necessary; that it is their sole responsibility to assess whether any Activity is beyond their ability, and to select, maintain and securely fit their equipment and protective equipment; and that they are not relying on any statement made by the Organization other than what is set out in this Agreement.

b) Assumption of Risk. The Participant freely accepts and fully assumes all risks, dangers, and hazards arising out of, associated with, or related to participation in the Activities, including the possibility of personal injury, death, property damage, expenses, and related loss, including loss of income.

c) Release and Waiver of Claims. The Participant waives all claims that they have or may in the future have against the Released Parties, and forever releases and discharges the Released Parties from all liability for any claims, demands, actions, damages (including direct, indirect, special and consequential damages), losses, judgments and costs, including legal fees (collectively, the "Claims"), that might arise out of, result from or relate to participation in the Activities, even though such Claims may have been caused by any cause whatsoever, including the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract or breach of any statutory duty of care of the Released Parties, including any duty of care owed by them as an occupier of the premises on which the Activities take place under applicable occupiers' liability legislation or at common law. The Participant further agrees not to commence or continue any claim, action or proceeding against the Released Parties in respect of those matters.

d) Indemnity. The Participant agrees to indemnify and hold harmless the Released Parties from and against all Claims arising out of the Participant's participation in the Activities, including any claim brought by a third party or by any person claiming through the Participant.

e) Emergency Care. The Organization may secure transport to emergency medical services as it considers necessary for the Participant's immediate health and safety, and the Participant is financially responsible for those services.

PARTICIPANTS IN QUEBEC / PARTICIPANTS AU QUÉBEC

5. Application in Quebec. This paragraph 5 applies only to Activities conducted in the Province of Quebec. Where it applies, it prevails over paragraphs 4(b), 4(c) and 4(d) to the extent of any inconsistency, and the Participant's attention is specifically drawn to it.

a) Bodily injury and moral injury are not waived. In accordance with article 1474 of the Civil Code of Québec, nothing in this Agreement excludes or limits the liability of the Released Parties for bodily injury or moral injury caused to the Participant. The Participant does not waive, release or renounce, and expressly retains in full, every right, recourse and remedy they have or may in the future have against the Released Parties in respect of bodily injury or moral injury. The indemnity in paragraph 4(d) does not apply, directly or indirectly, to any claim for bodily injury or moral injury sustained by the Participant.

b) Material injury is waived. The Participant does, however, waive, release and renounce, to the fullest extent permitted by law, all claims against the Released Parties for material injury, meaning injury to property and purely economic loss, including damage to, loss of or destruction of a gi, uniform, belt, protective equipment, Shindo staff, clothing, eyewear, personal effects and other property, and related expenses. This waiver applies whether the material injury is caused by the fault or negligence of a Released Party or otherwise, but does not apply to material injury caused by the intentional fault or gross fault of a Released Party.

c) Assumption of risk. The Participant confirms that the risks described in paragraph 3 have been explained to them and that they understand and voluntarily accept those risks. The Participant acknowledges that, under article 1477 of the Civil Code of Québec, the assumption of a risk does not by itself constitute a renunciation of a remedy, but may be taken into account in determining liability.

d) Acknowledgement. The Participant confirms that they have read this paragraph 5, that its effect has been drawn to their attention, and that they understand that, in respect of Activities conducted in Quebec, they keep the right to claim for bodily injury and moral injury, and give up the right to claim for material injury. Except as modified by this paragraph 5, every other provision of this Agreement continues to apply.

GENERAL

6. Governing law and severability. This Agreement is governed by the laws of the province or territory in which the Activities giving rise to the dispute took place and the federal laws of Canada applicable therein, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of that province or territory. If any provision, or part of one, is held invalid or unenforceable, it shall be severed, and the remaining provisions shall continue in full force and effect.

7. Acknowledgement. The Participant acknowledges that they have read and understood this Agreement, are signing it voluntarily, and are bound by it together with their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and representatives. The Participant acknowledges that, by signing, they have waived their right to bring an action against the Released Parties in respect of the Claims released above, and that they have had a reasonable opportunity to ask questions and seek independent legal advice before signing.

8. Electronic execution. Where this Agreement is accepted electronically, checking an acceptance box, typing a name or completing any other electronic acceptance process is the Participant's valid signature and has the same effect as a handwritten one. An electronic copy of this Agreement and any record of acceptance is deemed an original and may be relied upon as proof of execution.

SIGNATURE

Printed Name of Participant: _____ Date of Birth: _____

Telephone: _____ Email: _____

Signature of Participant: _____ Date: _____