

Dynamic Karate Association of Alberta
PARENT/GUARDIAN WAIVER, RELEASE, INDEMNITY AND ASSUMPTION OF RISK ON BEHALF
OF A MINOR PARTICIPANT

WARNING: READ CAREFULLY. BY SIGNING, YOU GIVE UP CERTAIN LEGAL RIGHTS IN YOUR OWN NAME AND, ON BEHALF OF THE MINOR PARTICIPANT, ASSUME THE RISKS OF THE ACTIVITIES AND CONFIRM THEY HAVE BEEN EXPLAINED TO YOU.

PARTIES

1. This is a binding legal agreement. In this Agreement: **“Parent/Guardian”** means the parent or legal guardian who signs below and who, by signing, consents to the Minor Participant taking part in the Activities; **“Minor Participant”** means the person named below who is under the age of majority (18 or 19, depending on the 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 Parent/Guardian 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, including regular dojo classes, technical clinics, seminars and workshops, kyu and black belt gradings and pre-gradings 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-dojos 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 junior, development, recreational, high performance and other 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; 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; any testing, assessment, treatment or first aid provided in connection with them; team selection, talent identification and training camp activities; 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 Minor Participant participates voluntarily. The Parent/Guardian acknowledges that the Activities have inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, that they can be severe and even fatal, and that a minor may have less experience, judgment and awareness of risk than an adult and be less able to recognize or avoid unsafe conditions. 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, including training or competing with or against older, larger or more advanced participants, 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 Minor 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.

EXECUTION OF AGREEMENT BY PARENT OR LEGAL GUARDIAN

4. The Parent/Guardian confirms that they are the parent or legal guardian of the Minor Participant and are entitled at law to consent to the Minor Participant's participation, and by signing they give that consent. In consideration of the Organization permitting that participation, and in recognition of the risks of sending the Minor Participant to the Activities, the Parent/Guardian gives paragraphs 4(a) to 4(d) in their own name and paragraph 4(e) on behalf of the Minor Participant. The Parent/Guardian's authority to bind the Minor Participant is expressly limited to paragraph 4(e).

a) Representations. Based on their knowledge of the Minor Participant and the medical information reasonably available to them, the Parent/Guardian represents that they do not believe the Minor Participant has any medical condition or health issue that would make participation unsafe or inappropriate, that they have sought medical advice where they considered it necessary, and that neither they nor the Minor Participant is relying on any statement made by the Organization other than what is set out in this Agreement.

b) Assumption of Risk — Parent/Guardian. On their own behalf, the Parent/Guardian freely accepts and fully assumes all risks, dangers and hazards, including the possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Minor Participant's participation in the Activities.

c) Release and Waiver of Claims — Parent/Guardian. On their own behalf, the Parent/Guardian waives all claims they have or may in the future have against the Released Parties, forever releases and discharges the Released Parties from all liability for any claims, demands, actions and costs arising out of or relating to the Minor Participant's participation in the Activities, including any claim for the Parent/Guardian's own loss, expense, medical or care costs, loss of income, or loss of the Minor Participant's care, guidance or companionship, and agrees not to commence or continue any proceeding in respect of those matters. This paragraph is given in the Parent/Guardian's personal capacity only and does not release, waive or compromise any claim belonging to the Minor Participant.

d) Indemnity — Parent/Guardian. On their own behalf, the Parent/Guardian agrees to indemnify and hold harmless the Released Parties from and against all claims, demands, actions and costs arising out of the Minor Participant's participation in the Activities, including any claim brought by or on behalf of the Minor Participant, whether during minority or after reaching the age of majority.

e) Assumption of Risk and Acknowledgement — Minor Participant. On behalf of the Minor Participant, the Parent/Guardian assumes all risks, dangers and hazards associated with the Activities and acknowledges that they have reviewed the risks

described in paragraph 3 and explained them to the Minor Participant in terms suited to the Minor Participant's age and understanding. Nothing in this Agreement releases, waives or compromises any claim belonging to the Minor Participant.

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), 4(d) and 4(e) to the extent of any inconsistency, and the Parent/Guardian's attention is specifically drawn to it.

a) The Minor Participant's rights are not affected. Nothing in this Agreement releases, waives, renounces or compromises any right, recourse or remedy belonging to the Minor Participant, and the Parent/Guardian has neither the authority nor the intention to do so. In accordance with article 1477 of the Civil Code of Québec, the acknowledgement of risk given in paragraph 4(e) on behalf of the Minor Participant does not constitute a renunciation of any remedy, but may be taken into account in determining liability.

b) 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 Minor Participant or to the Parent/Guardian. The Parent/Guardian 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 their own bodily injury or moral injury, including any claim for grief, distress, or loss of the Minor Participant's care, guidance or companionship. The indemnity in paragraph 4(d) does not apply, directly or indirectly, to any claim for bodily injury or moral injury sustained by the Minor Participant or by the Parent/Guardian.

c) Material injury is waived. The Parent/Guardian does, however, waive, release and renounce, on their own behalf and 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.

d) Acknowledgement. The Parent/Guardian 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, the Minor Participant keeps all of their rights, the Parent/Guardian keeps the right to claim for their own bodily injury and moral injury, and the Parent/Guardian gives 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 Parties acknowledge that they have read and understood this Agreement, are signing it voluntarily, and are bound by it together with their heirs, executors, administrators and representatives. The Parent/Guardian has had a reasonable opportunity to ask questions and to 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 Parent/Guardian'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

Name of Minor Participant: _____ Date of Birth: _____

Printed Name of Parent/Guardian: _____ Relationship: _____

Telephone: _____ Email: _____

Signature of Parent/Guardian: _____ Date: _____