

**WAIVER, RELEASE AND INDEMNITY AGREEMENT**

**IMPORTANT: by signing this document you are giving up certain rights, including the right to sue. Please read this document carefully before signing.**

**Name of Participant:** \_\_\_\_\_ (please print)

In consideration of the Participant being allowed to participate in martial arts training and activities (the “**Program**”), including sparring (kumite), physical combat, individual combat enactment (kata), throws, falls, rolls, physical exercise, training with traditional martial arts weapons including bo staff, tonfa and sai), and other Karate training, I, on behalf of myself and, if I am signing on behalf of a Participant who is a minor, on behalf of the minor Participant, hereby acknowledge, confirm and agree that:

1. There are risks of personal injury (including, without limitation, skin abrasions, illness, **exposure to illness (including COVID-19)**, nerve, bone, muscle, spinal cord, neck and brain damage, pain, or paralysis), death, or property damage inherent in the Program, and the Participant freely accepts all of these risks however caused, including negligence on the part of any person involved in the Program, and participation in the Program will be at the Participant’s own risk.
2. I hereby release the Calgary Chito Ryu Karate Club (an unincorporated association), the Alberta Chito Kai Association, **the Alberta Chito Ryu Karate Association**, the Canadian Chito Ryu Karate-Do Association, and their officers, directors, instructors, coaches, chaperones, agents, employees, volunteers, participants and affiliates (collectively the “**Association**”) from any liability and waive any claim that I or the Participant may have against the Association arising from participation in the Program, and I agree to indemnify and save harmless the Association from any claims, suits, damages, actions, or causes of action raised against the Association, by the participant or any other person, in respect of the Participant’s activities respecting the Program.
3. In the event that the Participant is a minor, I/we, as the parents or guardians of the Participant, consent to the Participant participating in the Program and release the Association from any liability, and waive any claims that may arise from the Participant’s participation in the Program. Further, I/we agree to indemnify and save harmless the Association from any claims, suits, actions, damages, or causes of action raised against the Association, by the Participant or by any person, in respect of the Participant’s activities respecting the Program.
4. The Association may secure emergency medical services as may be necessary for the Participant’s health and safety, and the Participant shall be financially responsible for any costs associated with such services.
5. The Participant is in proper physical, mental, and emotional condition to participate in the Program, and has no conditions which may interfere with the Participant’s ability to safely participate in the Program or which may put others at risk.
6. The Participant shall comply with any rules, regulations and instructions issued by the Association in respect of the Program.
7. The Participant may be photographed, video recorded or recorded while participating in the Program. The Participant and I grant to the Association the irrevocable right to use and publish such photographs, video recordings, and audio recordings in all forms including publication on websites, in promotional materials, and for any other purposes deemed appropriate by the Association, without inspection or notice.
8. This Waiver, Release, and Indemnity Agreement is binding on the undersigned and their heirs, executors, successors, and personal representatives.

Dated at \_\_\_\_\_, Alberta this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness