



Waiver of Liability and Photo Release

In consideration of being permitted to participate at AikidoContraCosta in the martial arts programs, related events and activities, I agree to the conditions outlined below.

I fully understand and acknowledge that:

- A) There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury. Such injuries may include, but are not limited to, pulled muscles, dislocated joints, broken bones, transmission of infectious diseases, partial and or total disability, paralysis and death.
- B) I may be challenged to perform movements that are beyond my current ability.
- C) I may be exposed to individuals who may have an infectious disease that may be spread by air borne transmission, respiratory droplets or person-to-person contact. These infectious diseases include but are not limited to the common cold, norovirus, flu virus and other respiratory diseases including COVID 19 and monkeypox.
- D) I understand that I may be training with someone who may be infected with diseases that can be transmitted by exchanges of blood or other bodily fluids. These diseases include but are not limited to HIV/AIDS and hepatitis. I acknowledge that I have read and will follow the association's procedures for dealing with injuries to myself and others that present opportunities for exposure to blood or body fluids.
- D) There may be other risks currently not known to us or not reasonably foreseeable at this time.
- E) I have read AikidoContraCosta's hygiene policy for avoiding the transmission of infectious diseases, as well as the requirements for training and not training. (see below).

Heightened Hygiene Protocol

There may be a time when heightened hygiene protocols may be needed due to the increased presence of infectious diseases within the community. All students agree to abide by the any heightened hygiene protocols.

Requirements for in dojo/park training

- a) To protect the health and safety of others, that if I have a fever of over 100.4 °F, chills, cough, shortness of breath, sore throat, loss of smell or taste, muscle aches, headache sweats, difficulty breathing, new or worsening cough, whole body aches, vomiting, diarrhea or any symptoms that maybe COVID related, **I shall not come to the dojo/park.**
- b) If someone in the household has or is suspected of having COVID, I agree to follow the CDC and/or local guidelines and will notify dojo members of my exposure.
- c) I understand and agree to follow current health guidelines.

Photo Release

Our website contains photos and videos of our classes, seminars and training. Signing this Waiver and Release gives AikidoContraCosta (ACC) your permission to be photographed and/or videoed and to have those appear on the site or in printed materials such as brochures.

Release of Liability

I release, waive, discharge, and covenant and agree not to sue or make claim against AikidoContraCosta or any of its affiliated organizations, their respective agents, officers, directors, instructors including but not necessarily limited to visiting, guest and substitutes, employees, volunteers, sponsors, members, other participants, their parents, guardian(s), supervisors, and if applicable, owners, lessors, and lessees of any premises used by AikidoContraCosta or any of its affiliated organizations, all of whom are hereinafter collectively referred to as "Releasee", from any and all claims, demands, losses, or damages on account of injury, including permanent disability and death or damage to property, caused or alleged to have been caused in whole or in part by the negligence of the Releasee or otherwise.

I hereby acknowledge that participation in **martial arts activities are dangerous and involve the risk** of serious injury and/or death and/or property damage.

I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California or the state in which the event is conducted and that if any portion is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I understand that Aikido is an educational system. For the safety of others, and myself I will practice in a considerate and conscientious manner and strictly follow all rules of the dojo. Should I break any of these rules, I understand that it is the decision of the head instructor whether or not I may continue training. I will abide by this decision.

I HAVE READ THIS WAIVER OF LIABILITY FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME.

I INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature _____ **Date** _____

Participant First & Last Name _____

Date of Birth _____

Phone _____

Email Address _____

Address _____

City, State Zip _____

Emergency Contact Name _____

Emergency Contact Phone Number _____