

BUDO KOMBAT INC.

www.budokombat.ca

Waiver & Acknowledgement of Responsibility Form

(for Martial Arts / Recreational Classes – General and COVID-19)

*This is a binding legal agreement, please clarify any questions or concerns before signing.

To participate in activities (e.g. sessions, classes) held by Budo Kombat Inc, this Release Agreement/Waiver must be signed by the Participant (and/or the Participant’s Parent/Guardian if applicable, eg. if the Participant is below 18).

Please complete and submit this waiver in one of the following ways:

- **Website form** (via www.budokombat.ca/waiver); or,
- **Email** (download, fill out, then send to thebudokombat@gmail.com); or,
- **In-Person** during a scheduled visit (call 647-570-5310)

The Participant (or Parent/Guardian) acknowledges and agrees to the terms outlined in this document (see subsequent pages)

Student(s)/Practitioner(s) Information:

<u>First Name(s):</u>	<u>Last Name(s):</u>
<u>Address of Student(s)/Practitioner(s):</u>	
<u>Date of Birth: (M/D/Y)</u>	<u>Age:</u>
<u>Email:</u>	<u>Phone #:</u>
<u>Do you (Student) have any Medical Conditions? (please describe)</u>	

<u>*Name of Parent/Guardian:</u> (**only needed if Student is under age 18 at time of signing)

TERMS & CONDITIONS:

1) UNDERSTANDING OF LEGALLY BINDING:

- 1.1) I understand that this Agreement of Release and Waiver of Liability is a **legally binding agreement**, and I also understand all the terms provided in this Agreement.

2) RELEASE & DISCHARGE BUDO KOMBAT INC., AND FOREGO ALL LEGAL RIGHTS TO MAKE CLAIMS AGAINST BUDO KOMBAT INC.

General:

- 2.1.1) I, and my legal representatives, successors and assigns, **HEREBY RELEASE AND DISCHARGE Budo Kombat Inc.** and its administrators, directors, officers, volunteers, instructors, employees and staff, of and **from all liabilities, claims, causes of action, losses, and damages** in anyway whatsoever arising from or related to my **attending/participating in any Budo Kombat Inc. classes, trainings or workshops**, including but not limited to any **claims caused** or alleged to be caused in whole or in part by the negligence of Budo Kombat Inc., be it indoors or outdoors.
- 2.1.2) (regarding personal property) I, and my legal representatives, successors and assigns, **HEREBY RELEASE AND DISCHARGE Budo Kombat Inc.** and its administrators, directors, officers, volunteers, instructors, employees and staff, of and **from all liabilities, claims, causes of action, losses, and damages** in anyway whatsoever arising from or related to the **loss, theft or damage** of any of **my personal property** from the Budo Kombat Inc. premises.
- 2.1.3) I further acknowledge and understand that by signing this agreement, I completely **forego all my legal rights to make any claims** against Budo Kombat Inc.
- 2.1.4) I further agree in the event that I commence any such claim, action or proceeding, **this Agreement may be pleaded by Budo Kombat Inc.** and its administrators, directors, officers, volunteers, instructors, employees and staff, and by the person, firm or corporation who might have a claim for contribution or indemnity from Budo Kombat Inc. **as a complete bar and defence to such claim or action, and I agree to indemnify and hold harmless Budo Kombat Inc.** from any and all claims, causes of action, resulting losses and damages and all expenses and legal fees incurred in responding to the commencement of such claim or action.

COVID-19:

- 2.2.1) **I will not hold "Budo Kombat Inc."** or its partners, shareholders, instructors **liable** for any repercussions of **catching the COVID-19 virus** both inside or outside the associated premises.
- 2.2.2) I understand that contracting **COVID-19** may lead to **illness, permanent or long term injuries, or death** of myself and **those who I live with or may otherwise come in contact with** and that **neither I**, nor my estate, **will hold Budo Kombat Inc.**, its principals, directors, officers, instructors, volunteers, employees, agents, representatives, and students/participants **liable** should such a situation occur.
- 2.2.3) **I voluntarily agree to assume all of the foregoing risks identified** in this document and **accept sole responsibility for any injury** to myself and my family members and those I may come into contact with including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that may be experienced or incurred in connection with my participation in and/or attendance with Budo Kombat Inc. activities (inside or outside the associated premises). **I hereby release, covenant not to sue, discharge, and hold harmless Budo Kombat Inc.**, its principals, directors, officers, instructors, employees, agents, representatives, and **students/participants**, of and from any and all claims, howsoever described, including any and all liabilities, actions, damages, costs or expenses of any kind

arising out of or relating to my participation in and/or attendance with Budo Kombat Inc. activities. I understand and agree that this release includes any such claims based on the actions, omissions, or negligence of Budo Kombat Inc., its principals, directors, officers, instructors, volunteers, employees, agents, representatives, and students/participants, whether a COVID-19 infection occurs before, during, or after participation in and/or attendance at any Budo Kombat Inc. activities.

3) ADDITIONAL RISKS:

I understand and attest to the following:

- 3.1) The activities, classes and workshops provided by Budo Kombat Inc. involve risks and dangers of serious health related issues, serious bodily injury, illnesses, including permanent disability, paralysis and death (the “risks”).

There may be other risks either not known to me or not readily foreseeable at this time (the unknown risks”) and **I ACCEPT AND ASSUME THE RISKS AND THE UNKNOWN RISKS AND ALL RESPONSIBILITIES FOR ANY LOSSES, COSTS, AND DAMAGES WHATSOEVER** that I may suffer and/or incur as a result of attending/participating in any of the Budo Kombat Inc. classes, trainings and workshops.

- 3.2) That even with **clear instructions**, there remains **possibility of injury/illness** and that it is **my responsibility to consult a physician regarding my ability to participate** before participating in activities with Budo Kombat Inc.
- 3.3) I understand that my training may **involve physical contact**, through which I may **potentially be exposed to a communicable disease** including but not limited to **COVID-19**.
- 3.4) I understand that despite the best efforts of Budo Kombat Inc. in maintaining a sanitary working environment, that due to the nature of the virus, **I may be exposed to a higher risk of contracting a communicable disease including but not limited to COVID-19** merely by being in close contact, especially indoors.

I further confirm that I am **not currently experiencing**, nor have I been diagnosed as suffering from a **communicable disease** including but not limited to COVID-19 or any of the symptoms of a communicable disease including but not limited to COVID-19, including but not limited to, fever, flu-like symptoms, sore throat, shortness of breath, difficulty breathing, dry cough, loss of taste or smell and/or a runny nose.

- 3.5) I understand that I may **not be able to participate** in in-person activities/classes/sessions of Budo Kombat Inc., along with not being permitted inside associated premises **if I am suspected of any communicable disease** including but not limited to COVID-19.
- 3.6) Martial Arts is a physical activity; students may be in **close proximity / contact** with one another throughout classes despite rules and policies implemented. Budo Kombat Inc. has developed the safety protocols which has been guided by those established by Ontario Public Health authorities, however there is always a chance that COVID-19 could be spread in the dojo and amongst participants. Participating in Martial Arts activities around other individuals, or **being in the premises FOR ANY period of time**, or around practitioners/instructors **carries an increased risk of catching COVID-19**.
- 3.7) Budo Kombat Inc. and its partners may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming. These risks include privacy breaches, hacking, technology malfunction or damage.

4) ADDITIONAL UNDERSTANDINGS, ATTESTATIONS and AGREEMENTS:

I attest and accept the following:

- 4.1) I attest that I **have no physical, psychological, medical or emotional condition** that would prevent me from safe participation in any of the Budo Kombat Inc. classes and training.
- 4.2) Prior to and during participation in Budo Kombat Inc. activities/sessions/trainings, I **will comply with all policies put in place by Budo Kombat Inc.**, including **COVID-19 Safety Protocols**. This includes compliance to any updates to the policies over time (e.g. based on Government notices/recommendations, which may be fluid/dynamic and change over time)
- 4.3) I understand that Budo Kombat Inc. does **not carry insurance** that would cover the **student/participant** for participation in and/or attendance at Budo Kombat Inc. related activities.
- 4.4) (Media consent): I allow Budo Kombat Inc. to **take photographs and record video** in connection with **class activities, events, lessons**, etc. for the purpose of marketing, advertising and online programming for Budo Kombat Inc. (including but not limited to online social media posts, newsletters, external promotions, etc.), and I accept any Risks this may present (eg. cyber, online).

5) COVID19 PRECAUTION SAFETY PROTOCOLS:

I agree to comply with the established COVID-19 precaution safety protocols, including but not limited to:

5.1) Ontario Self-Assessment/Self-Screening Tool Test for COVID-19:

- 5.1.1) **Completion of the COVID-19 self-assessment/self-screening at home prior to attending and participating in Budo Kombat Inc. related activities in-person, on premise (indoor) or outdoor.**

(it can be accessed here: <https://covid-19.ontario.ca/self-assessment/>)

I will NOT physically attend Budo Kombat Inc. classes/activities in-person if the results of the COVID-19 self-assessment/self-screening tool indicates that I should I self-isolate / quarantine until the appropriate time has passed.

Additionally, I will NOT physically Budo Kombat Inc. classes/activities if:

- I have tested positive for COVID-19 in the last 14 days
- I have been exposed to someone who has tested positive for COVID-19 in the last 14 days
- I have traveled outside Canada in the last 14 days
- I have received the second vaccination shot in the last 14 days
- I feel unwell or have any symptoms (or combination of symptoms) listed here:
 - Headache, fever, sore throat, fatigue, cough, congestion, loss of taste, nausea, diarrhea, extreme tiredness, runny nose, abnormal muscle aches/joint pain, shortness of breath, fever and/or chills, chest pain, tightness of chest, difficulty breathing,

I will have to be symptom-free and self-isolate / quarantine for 14 days or test negative for COVID-19.

5.2) Budo Kombat Inc. - established Policies to be followed by practitioners/students:

- 5.2.1) I will **sanitize my hands** at the entrance of the premise/dojo (above the shoe rack) prior to moving into the rest of the premise/dojo
- 5.2.2) I will **sign my name** in the **attendance binder** for Tracing purposes **upon arriving to Budo Kombat Inc. premises**
- 5.2.3) I will **take (or have my) temperature taken at the entrance of the premise** and will **write down the temperature indicated beside my name in the attendance book**. Should the Temperature be found to be

37.8 degrees Celsius or higher, I will **leave the premises** where the class will take place, and will not return until I am asymptomatic, and either have a negative COVID-19 test or have isolated for a minimum of 14 days.

5.2.4) Regarding wearing Face-Coverings/Masks:

- **When NOT Training, but within the premise (indoors)** – I will wear a face-covering/mask at all times e.g. dojo entrance, lounge, office, change rooms hallways bathrooms, and if I am spectating/watching (note – spectating is limited and may not be permitted)
- **When TRAINING** (on the dojo floor) – I have the option to wear a face-covering/mask during martial arts activities.

5.2.5) In order to physically participate in Budo Kombat Inc. related activities in-person (within the premise/dojo), I will provide my **COVID vaccination record (2nd shot)**, along with applicable and relevant documentation.

This is to be provided in **enhanced vaccination certification format (with QR Code, as Budo Kombat Inc. will use the Verify Ontario application to verify)**.

More info here:

- <https://covid-19.ontario.ca/proof-vaccination-information-businesses-and-organizations>
- <https://covid19.ontariohealth.ca>
- https://www.health.gov.on.ca/en/pro/programs/publichealth/coronavirus/docs/guidance_proof_of_vaccination_for_businesses_and_organizations.pdf
- <https://covid-19.ontario.ca/proof-covid-19-vaccination#medical-exemptions>

5.2.6) I will immediately **notify Budo Kombat Inc.** via **Telephone** (647-570-5310), **Text Message**, or **Email** (thebudokombat@gmail.com), if I or anyone I have come into contact with have tested positive for COVID-19.

5.2.7) I will **sanitize the Punching Bags** before and after each use with the provided disinfectant spray bottle/towel.

5.2.8) I will make appropriate attempts to **distance satisfactorily** (eg. up to and beyond 2 meters) to the comfort of the colleagues/students/ practitioners in the class.

Exceptions can be made in some instances based on practitioner/student discretion (as some practitioners live in the same household)

5.2.9) **I will adhere to, and follow the established COVID-19 Safety Plan implemented by Budo Kombat Inc. (including updates to the Safety Plan), along with any additional protocols established by Budo Kombat Inc.**

5.2.10) **Spectating** will be kept to a minimum and **may not be permitted**.

5.2.11) I will make efforts to **arrive to the dojo/premises ready to train** to limit the amount of time spent in the Change Rooms / closed quarters

6) I UNDERSTAND THESE TERMS:

- 6.1) By signing this waiver, I am indicating **I fully understand the Terms, Policies and Safety Protocols** set by the Budo Kombat Inc. I understand that by following all the protocols I reduce my risk, but do NOT eliminate the risks completely.
- 6.2) I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT, ASSURANCE OR UNDUE INFLUENCE OF ANY KIND. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL ASSUMPTION OF THE RISKS OF THE ACTIVITIES AND A WAIVER AND RELEASE OF THE LIABILITIES OF THE RELEASEES (Budo Kombat Inc.) I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE IS SEVERABLE AND SHALL CONTINUE IN FULL FORCE AND EFFECT.

SIGNATURE:

I have read and executed this Release Agreement/Waiver this _____ day of _____, 20_____.
(day) (month) (year)

Signature (Parent or Guardian to sign if under the age of 18)

Full-Name of Signee (First and Last), **Please Print**

EMERGENCY CONTACT INFORMATION:

Emergency Contact #1

Emergency Contact #2

First Name(s):	Last Name(s):	First Name(s):	Last Name(s):
Email:	Phone #:	Email:	Phone #:
Relationship to Student:		Relationship to Student:	