



Inukshuk Bushido Kai

School of Martial Arts

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

Warning: by signing this form you give up important legal rights, including the right to sue. Please read carefully.

DISCLAIMER CLAUSE

Alberta Jiu-Jitsu Association (AJJA), Inukshuk Bushido Kai Ltd. (IBK), its instructors, trainers, members and representatives (hereafter collectively referred to as the "AJJA" & "IBK"), are not responsible for any injury, loss, or damage of any kind sustained by any person while registered as an AJJA/IBK member and participating in any and all AJJA/IBK sanctioned activities, events, practice sessions, or social activities (all hereafter collectively referred to as "AJJA/IBK Activities"), including injury, loss, or damage which might be caused by the negligence of the AJJA/IBK.

DESCRIPTION OF RISKS

In consideration of my membership and/or participation in AJJA/IBK Activities, I acknowledge that I am aware of the possible RISKS, DANGERS, AND HAZARDS associated with being a member, including the possible risk of severe or fatal injury to myself or others. These risks include, but are not limited to: a) all manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts, blisters, etc. from executing strenuous and demanding physical techniques, collisions with the wall, floor, mats or other participants and failure in proper use of the equipment either by myself or my opponent. b) all manner of injuries resulting in sprains, dislocations, torn ligaments, pulled muscles, concussion, dizziness, nausea, dehydration, paralysis, internal bleeding and injuries, and broken bones; c) all manner of head, facial, eye, nose and/or dental injuries; d) that my risk of injury and/or death increases as I become fatigued; e) all manner of injuries and/or death that could result from a physical confrontation whether caused by myself or someone else; and f) all manner of injuries and/or death that may result from transportation (all modes or types) incidents/accidents.

MEDICAL/HEALTH & TRAVEL INSURANCE

- 1) I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance. No medical/health insurance will be provided by the AJJA/IBK. In the event of a medical/ health problem, the AJJA/IBK accepts no responsibility for any costs associated with a medical/health problem, nor will they pay for any medical/health expenses, which may be incurred by my membership and/or participation in AJJA/IBK Activities.
- 2) I AM SOLELY RESPONSIBLE to select and purchase adequate travel insurance when and if required. The AJJA/IBK will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets. The AJJA/IBK accepts no responsibility for any costs associated with these types of problems, nor will they pay for any expenses that may be incurred by my membership and/or participation relating to these areas. I freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the AJJA/IBK allowing me membership and participation in the AJJA/IBK Activities, I agree as follows:

- 1) TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the AJJA/IBK and its instructors, trainers, members and representatives as a result of my membership and/or participation in AJJA/IBK Activities;
- 2) TO RELEASE THE DOJO owned by AJJA/IBK from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my membership and/or participation in the AJJA/IBK Activities due to any cause whatsoever, including Negligence, Breach of Contract, or Breach of any Statutory of other Duty of Care, including any Duty of Care Owed under the Occupiers' Liability Act, RSA 2000 C. O-4 on the part of the AJJA/IBK;
- 3) TO HOLD HARMLESS AND INDEMNIFY THE DOJO from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my membership and/ or participation in the AJJA/IBK Activities;

4) TO HOLD HARMLESS AND INDEMNIFY THE DOJO in connection with the services and/or incidents/accidents of any train, vessel, carriage, aircraft, bus, privately owned or rented motor vehicle, or other conveyance, which may be used during my membership and/or participation in the AJJA/IBK Activities. Neither will the AJJA/IBK assume any liability for any injury, loss, accident, or delay which may be occasioned by reason of any defect in any mode of transportation or through the act, error, neglect, negligence, or default of any company or person engaged in conveying the membership to, from, or during any of the AJJA/IBK Activities;

5) TO HOLD HARMLESS AND INDEMNIFY THE DOJO for any cancellation, injury, loss, accident, or delay occasioned by the proprietor, employee, or service of any accommodation which may be used during my membership and/or participation in the AJJA/IBK Activities;

6) TO FOLLOW the AJJA/IBK constitution and bylaws and to further follow all the instructions and rules given by those responsible for or in charge of any AJJA/IBK Activities while I am a member and/or participating in AJJA/IBK Activities. I understand and accept that the constitution, bylaws, instructions, and rules are in place to provide a safe environment for the entire membership; and

7) TO HOLD HARMLESS AND INDEMNIFY Alberta Jiu-Jitsu Association (AJJA), & Inukshuk Bushido Kai (IBK), its instructors, trainers, members and representative from any and all claims, demands, actions, and costs which might arise out of my membership and/or participation in the AJJA/IBK Activities, even though such claims, demands, actions, and costs may have been caused by the negligence of Alberta Jiu-Jitsu Association (AJJA), & Inukshuk Bushido Kai (IBK).

PERSONAL INFORMATION POLICY

I Agree to release my photograph used on AJJA/IBK web site _____ (initial) I Agree to have my person in any videos used by AJJA/IBK _____ (initial) I Agree to have my name used on AJJA/IBK web site for promotion _____ (initial) I Agree to allow my email address to receive email from AJJA/IBK _____ (initial)

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

SIGNED THIS ____ day of _____, 20____, at _____, Alberta.

NAME OF PARTICIPANT _____

EMAIL ADDRESS OF PARTICIPANT _____

SIGNATURE OF PARTICIPANT _____

NAME OF PARENT/GUARDIAN _____

SIGNATURE OF PARENT/GUARDIAN _____

NAME OF WITNESS _____

SIGNATURE OF WITNESS _____