



Doushin Enterprises, Inc. (Aikido Doushin Juku) Martial Arts Liability Waiver

Phone: 303.905.6660 Web: <http://www.doushinjuku.com>

In order to train Aikido at Aikido Doushin Juku, all students are *required* to agree to and sign this document.

I fully understand that ***all physical activities inherently pose some degree of risk***. I further understand that;

Initials

A. there are risks and dangers associated with Aikido training including but not limited to bodily injury, communicable disease, partial or total disability, paralysis and possibly death. There are some unavoidable circumstances where medical/health conditions may require special caution on my part to minimize danger to myself or others, and I acknowledge that it is my responsibility to act accordingly;

B. it is possible that some students could possibly be infected with potentially communicable diseases , which can be transmitted by exchanges of blood or other body fluids and that I may be training with such individuals without knowledge of such. **I have read and will follow explicitly the Aikido Doushin Juku Safety Policy**, a copy of which is provided with this document;

C. severe social, emotional, or psychological damages, economic losses or other risks may result from Aikido training.

I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS OF INJURY, ILLNESS, OR DEATH SUSTAINED WHILE PARTICIPATING IN OR OBSERVING, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES DESCRIBED IN THIS AGREEMENT.

Initials

I accept and assume all such risk and responsibility however caused, or alleged to be caused, including injuries caused in whole or in part by the negligence of Aikido Doushin Juku, its representatives, agents, employees, volunteers, instructors, other participants, or owners, lessors, and lessees of the premises including their officers, directors, agents and employees.

I release the agents, volunteers, associates, instructors, employees, lessors, and lessees and any/all individuals associated with Aikido Doushin Juku from any and all liability, claims, demands or actions whatsoever arising out of the damage, loss or injury to me while utilizing the Aikido Doushin Juku facilities or while participating in Aikido training or any other activities contemplated by this agreement, whether such loss, damage, or injury results from negligence or otherwise. In order to train Aikido at Aikido Doushin Juku, all students are *required* to agree to and sign this document.

Initials

This document covers each and every time that I train or otherwise participate in any activity, listed or unlisted, at Aikido Doushin Juku or at any other location sponsored by Aikido Doushin Juku, its agents, employees or instructors. This liability waiver is in effect from the moment I arrive until the moment I leave the Aikido Doushin Juku, even if I am not training when an alleged incident occurs.

I agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from all claims, judgments, and costs including attorneys fees incurred in connection with any action brought as a result of my participation in any activity in association with Aikido Doushin Juku and will not sue or make legal claim against the released parties as the result of my participation at Aikido Doushin Juku or at any other location where Aikido or other martial arts training takes place.

Initials

I understand that I am forfeiting my right to sue any and all parties relating to my martial arts training under any and all circumstances.

I have been advised not to attempt any training activity of which I am not fully capable. I realize that the study of Aikido requires proper physical conditioning, which I may or may not possess. I understand that it is recommended that I attain a formal physical evaluation by a physician *prior* to participating at Aikido Doushin Juku.

Initials

I agree to abide by the training rules of the Aikido Doushin Juku and to follow all instructions given by instructors during the course of my training. It is the sole decision of the chief instructor(s) whether or not I may continue training.

If any portion of this agreement shall be held to be invalid, illegal or unenforceable to any extent and for any reason by any Court of competent jurisdiction, the remainder of this agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law.

I make this agreement on behalf of myself, my heirs, successors, and executors. By signing this form I am asserting that I am 18 years of age, and that I am an adult.

Participant's Name (Printed)

Participant's Signature

Date

Witness' Name: Aikido Doushin Juku Representative (Printed)

Witness' Signature: Aikido Doushin Juku Representative

Date



Policy in a nutshell... If you spill it, you clean it up!

To protect Doushin Enterprises, Inc (Aikido Doushin Juku) students and staff against the risk of disease, Aikido Doushin Juku has adopted the following policy intended to minimize the remote risk of transmission of Blood-and Body Fluid-Bone pathogens such as, but not limited to, Hepatitis-B and HIV during Aikido training. Current available evidence suggests that the risk of transmission of HIV during the type of contact that occurs in Aikido training is slight. Organizations such as the NCAA, the National Academy of Pediatrics Committee on Sports Medicine and the U.S. Olympic committee have concluded that persons infected with blood-and body fluid-borne pathogens, particularly HIV, should not be barred from participating in contact sports. Certain federal and state anti-discrimination laws may also prohibit such a ban. These organizations have concluded that the already slight risk of transmission of HIV and other blood-and body fluid-borne disease can be further reduced by adoption of the Centers for Disease Control recommended "universal precautions" with regard to exposed body fluids.

Aikido Doushin Juku observes these "universal precautions" as modified for Aikido training. Generally, this means that instructors and all persons training at the Aikido Doushin Juku shall treat all exposed bodily fluids as if they are infected. Specifically, the following measures will be observed at all times:

1. Preparation for Training

The most frequent points of contact between Aikido training partners

A. Prior to participating in Aikido training you will inspect the exposed parts of your body for any breaks in your skin, abrasions, open cuts, or sores. If you have any such breaks, abrasions, open cuts or sores, you will clean them with a suitable antiseptic and cover them securely with a leak-proof dressing before coming on the training mat. You will make sure they stay covered while you are training. Suitable taping, gloves or wrapping will be worn to cover these areas.

B. You will inspect your hands and feet to ensure that fingernails and toenails are trimmed and smooth in order not to be a cause of cuts.

C. You will remove all jewelry (watches, rings, necklaces, bracelets, earrings, etc) before going onto the training mat.

D. You will wear a freshly laundered Aikido uniform to the first class which you attend each day.

E. You will never enter the training mat wearing a uniform, which is blood or body fluid stained to any degree whatsoever.

F. If you notice that someone else has an open cut or sore you will immediately advise him or her of the injury and cease training with the individual until the appropriate covering is in place. If a person does not immediately remedy the situation, you are responsible for immediately notifying the class instructor.

2. Procedures for Wounds Incurred During Training

If a wound becomes uncovered, open, or is bleeding even to any extent during training, the person bleeding shall immediately stop training and leave the mat until the bleeding stops and the wound is securely covered as described previously. Immediate measures shall be taken to stop the bleeding. If the injured person needs assistance with this procedure, each person so assisting shall wear a pair of latex gloves (which are available in the school's first aid kits). All used gloves and bloody cloths or dressings will be placed in a leakproof plastic bag provided for that purpose, and disposed of carefully. Hands shall be washed with soap and hot water immediately after gloves are removed. Minor bloodstains on uniform will be treated with a disinfectant solution available at the school's first aid kits. If there are major bloodstains or soiling, the uniform shall be removed immediately, placed in a leakproof container, and handled carefully until can be laundered or disposed of. Students will not be allowed to return to the mat without inspection by and permission of the class instructor.

3. Procedures for Contact with Another's Blood

If you come into contact with the blood of another, make an immediate attempt to locate and alert the individual who is the source of the bleeding, leave the mat, and follow Procedure 2. above.

4. Procedures for Blood on the Mat

If blood becomes present on the mat during training, the partner of the person bleeding will ensure that other students training do not come into contact with the blood. The blood, regardless of amount, will be cleaned up immediately by wiping down the exposed surface with the disinfectant solution provided for that purpose. Each person assisting in this task shall wear latex gloves (available at the school's first aid kit) and shall dispose of the gloves and cloths used for cleanup in the manner described in Procedure 2. Upon completion of the cleanup, each assisting person shall wash his or her hands with soap and hot water immediately after gloves are removed.

5. Responsibility for Health and Safety on the Mat

There are diseases and illnesses other than those known to be transmitted through blood and body fluids. You are reminded that you are responsible for not only your own health and safety, but also the health and safety of your training partners. If you know or suspect that you have any illness which might affect or infect others, or which might impair your ability to train safely, it is your responsibility to refrain from training until you are not a risk to others.

I have read, and will comply with each and every part of this Policy.

Participant's Name (Printed)

Participant's Signature

Date

Witness' Name: Aikido Doushin Juku Representative (Printed)

Witness' Signature: Aikido Doushin Juku Representative

Date

Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Martial Arts Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below martial arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We 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 partial and/or total disability, paralysis and death.
 - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
 - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the martial arts facility used by the participant, including it owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee"...From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next to kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parents(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf , and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, 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 AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Martial Arts School Doushin Enterprises, Inc. (Aikido Doushin Juku)

Student Signature _____ Printed Name of Participant _____

Address of Participant _____

Received by _____
Registrar Signature *Printed Name* *Date*