



SISU MARTIAL ARTS CLUB S.M.A.C.

WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY PLEASE READ CAREFULLY BEFORE SIGNING.

Completed waivers must be returned prior to entry and use of the Organization's facilities.
This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable.

By signing below, the Participant (named below) and/or the Participant's Guardian understands and acknowledges, the risks, dangers, and hazards which are inherent on entering all lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the "Premises"), which risks include, but are not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; close proximity to or contact with surfaces, equipment, fixtures, or other objects that, despite the Organization's efforts, may be infected with COVID-19 or other communicable illnesses; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; tripping hazards; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Organizer, its partners, sponsors, agents, affiliates, directors, employees, officers, therapists, or volunteers (together, the "Releasees"); or negligence or omission of the Releasees (collectively, the "Risks").

In consideration for allowing the Participant to use the Premises, the Participant and/or the Participant's Guardian: (a) release, discharge and forever hold harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from entry into or use of the Premises; (b) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages or losses of any kind that may arise as a result of the Risks or in connection with entry into or use of the Premises, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks or anything incidental to the Risks, which may arise as a result of or in connection with use of the Premises.

**YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS
AGAINST THE ORGANIZATION AND RELEASEES.**

~AGREEMENT~

I hereby declare I have read and understand pages 1, 2, and 3 of this waiver of liability for all claims and release of liability according to these documents created for Sisu Martial Arts Club (S.M.A.C.)

I ACKNOWLEDGE AND DECLARE 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.

Print Name: _____
the "Participant"

Date of Birth: _____
(mm/dd/yyyy)

Print Name: _____
the "Guardian" (if Participant is a minor)

Signature: _____
Participant or Guardian for minor

Date: _____
(mm/dd/yyyy)



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

Sisu Martial Arts Club, its instructors, trainers, members and representatives (hereafter collectively referred to as "S.M.A.C"), are not responsible for any injury, loss, contraction of communicable disease (including COVID- 19 Coronavirus), or damage of any kind sustained by any person while registered as an S.M.A.C. member and participating in any and all S.M.A.C. sanctioned activities, events, practice sessions, or social activities (all hereafter collectively referred to as "S.M.A.C. Activities"), including injury, infection, loss, or damage which might be caused by the negligence of S.M.A.C.

DESCRIPTION OF RISKS

In consideration of my membership and/or participation in S.M.A.C. 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, g) contraction of communicable diseases (including COVID- 19 Coronavirus) through surfaces, training/contact with other members, and any other means of transmission.

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 S.M.A.C. In the event of a medical/ health problem, S.M.A.C. 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 S.M.A.C. Activities.

2) I AM SOLELY RESPONSIBLE to select and purchase adequate travel insurance when and if required. S.M.A.C. will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets. S.M.A.C. 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.

3) I hereby acknowledge by signing this form, I AM SOLELY RESPONSIBLE for my health and safety when training in S.M.A.C. facilities, I accept that training during the COVID-19 Coronavirus pandemic could result in the contraction of COVID-19, and I agree to hold S.M.A.C. harmless in the event that I or someone in my household/community contracts the virus through attending S.M.A.C. facilities and/or S.M.A.C. sanctioned events.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of S.M.A.C allowing me membership and participation in S.M.A.C Activities, I agree as follows:

1) TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against S.M.A.C and its instructors, trainers, members and representatives as a result of my membership and/or participation in S.M.A.C Activities;

2) TO RELEASE S.M.A.C from any and all liability from any loss, damage, injury, contraction of communicable disease (including COVID-19), or expense that I may suffer, or that my next of kin may suffer as a result of my membership and/or participation in S.M.A.C Activities due to any cause whatsoever, including Negligence,

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Breach of Contract, or Breach of any Statutory of other Duty of Care, including any Duty of Care Owed under the Occupiers' Liability Act on the part of S.M.A.C;

3) TO HOLD HARMLESS AND INDEMNIFY S.M.A.C 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 S.M.A.C Activities;

4) TO HOLD HARMLESS AND INDEMNIFY S.M.A.C 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 S.M.A.C Activities. Neither will S.M.A.C 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 S.M.A.C Activities;

5) TO HOLD HARMLESS AND INDEMNIFY S.M.A.C 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 S.M.A.C Activities;

6) TO FOLLOW all the instructions and rules given by those responsible for or in charge of any S.M.A.C Activities while I am a member and/or participating in S.M.A.C Activities. I understand and accept that these instructions and rules are in place to provide a safe environment for the entire membership; and

7) TO HOLD HARMLESS AND INDEMNIFY S.M.A.C, 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 S.M.A.C Activities, even though such claims, demands, actions, and costs may have been caused by the negligence of S.M.A.C.

PERSONAL INFORMATION POLICY

I Agree to release my photograph used on the S.M.A.C web site and/or S.M.A.C social media _____ (initial) I Agree to have my person in any videos used by S.M.A.C _____ (initial) I Agree to have my name used on S.M.A.C web site for promotion _____ (initial) I Agree to allow my email address to receive email from S.M.A.C _____ (initial)

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.

I declare that neither I, nor anyone in my household or extended family, has contracted COVID-19 Coronavirus. _____ (Initial)

I declare that I have not returned from travel outside of Alberta within the past 21 days. _____ (Initial)

I understand that training at S.M.A.C. during the COVID-19 pandemic carries the risk of contracting COVID-19, and agree to indemnify and hold harmless S.M.A.C. in the event that I contract COVID-19, either directly or indirectly, through attendance at S.M.A.C. facilities and/or events.

_____ (Initial)

I agree that under no circumstance will I, or anyone from my household, attend S.M.A.C. facilities if I am exhibiting any symptoms of illness including (but not limited to) fever, cough, runny nose, difficulty breathing, loss of sense of smell/taste, or am otherwise unwell.

_____ (Initial)

I agree that I will notify S.M.A.C. immediately if I or anyone in my household/cohort group/social circle has contracted, or is thought to have contracted, COVID-19.

_____ (Initial)

I agree that I will notify S.M.A.C. immediately if I or anyone in my household/cohort group/social circle has been contacted by Alberta Health Services (AHS) and/or their agents due to possible exposure to COVID-19 in the community.

_____ (Initial)

I understand that Alberta Health Services (AHS) does not recommend the wearing of masks during intense physical activity, due to potential for cardio-pulmonary effects/risks due to restricted breathing. I acknowledge that masks are not mandatory nor prohibited at S.M.A.C., and understand that wearing, or not wearing, a mask while attending S.M.A.C. facilities is done at my own risk. Should AHS recommendations change, or in emergency situations, I agree to wear a mask if required by AHS and/or S.M.A.C..

_____ (Initial)

I agree to follow appropriate personal hygiene, including proper hand-washing procedures, prior to attending S.M.A.C.. I acknowledge that I will be required to undergo a touchless temperature check and utilize S.M.A.C. approved/supplied hand sanitizer on my hands and/or feet upon entering S.M.A.C., after touching any shared surfaces (ie: water dispenser), after using the washroom, and any time I am directed to by any S.M.A.C. instructor.

_____ (Initial)

I understand and agree that failure to follow any of these directions, failure to follow any S.M.A.C. guidelines or protocols, failure of a temperature check, if I display any symptoms or potential risk of transmission, or for any other reason at the discretion of the presiding S.M.A.C. instructor that I will be turned away and/or required to immediately leave S.M.A.C. premises, and that I will receive no reimbursement or credit for fees rendered.

_____ (Initial)

I understand that in the event that anyone attending S.M.A.C. displays potential symptoms or is otherwise deemed a transmission risk by the presiding S.M.A.C. instructor, classes will be immediately terminated and all participants asked to leave. I understand that the emergency contact will be called by S.M.A.C. instructor for anyone under the age of 18 or adults without means of transportation from S.M.A.C. if required for immediate pickup. Weather permitting, anyone waiting for pickup will wait outside the facility, under supervision of an instructor. Should weather make this impossible, anyone remaining indoors will be provided with a disposable mask, the wearing of which will be mandatory. I understand and agree that I will receive no reimbursement or credit for fees rendered in the event of emergency class cancellation.

_____ (Initial)

I understand and agree that if I have been, or am thought to have been, exposed to COVID-19, display symptoms, or am otherwise considered a transmission risk, that I may be asked not to attend at S.M.A.C. facilities for a period of up to 30 days and/or provide a negative COVID-19 test result in order to resume training at S.M.A.C., and that I will receive no reimbursement or credit for fees rendered.

_____ (Initial)

I agree to follow the direction of S.M.A.C. instructors and the policies and procedures of IBK executive when using S.M.A.C. facilities and during S.M.A.C. events, including techniques and conduct that may present an unnecessary transmission risk. I agree that competitive grappling/sparring may only be performed under the express direction of the presiding S.M.A.C. instructor, and is otherwise prohibited.

_____ (Initial)