

**WAIVER, RELEASE AND INDEMNITY**

*[All persons must read and sign this document before participating in JKAA Training and Activities]*

**RISK WARNING, JKAA TRAINING AND ACTIVITIES ARE DANGEROUS**

**TO:** Japan Karate Association (JKA) Australia Inc. (ARBN 604 856 395) Incorporated in Victoria (liability of members limited by Associations Incorporations Reform Act 2012)/JKAA

**DEFINITIONS:**

In this Waiver, Release and Indemnity I acknowledge and agree that:

- “I” or “Participant”** means the person who signs this Waiver, Release and Indemnity against the heading **‘Participant’** below OR where the participant is under 18 years of age means the participant identified under the heading **‘Participant’s Details’** below and where the context permits also means the Participant’s Parent who signs this Waiver, Release and Indemnity. For clarity the status of a **“Participant”** may include a person ‘trying out’ JKAA Training and Activities, a JKAA member, a lapsed or resuming JKAA member, or any other person including ‘walk-ins’ that a JKAA Representative has agreed may participate in JKAA Training and Activities; and regardless of whether the status of the participant changes (eg a person ‘trying out’ becomes a JKAA member, this Waiver, Release and Indemnity continues to apply)
- “Venue”** means a JKAA dojo and surrounds and any other location and surrounds where JKAA Training and Activities occur;
- “My”** means the Participant’s and “Me” has a corresponding meaning;
- “JKAA”** means Japan Karate Association (JKA) Australia Inc. (ARBN 604 856395) and where the context permits includes JKAA Representatives;
- “Karate Training”** means the high risk martial art of karate which involves physical contact and employs techniques including punches, kicks, strikes and blocks;
- “JKAA Representatives”** means any or all (as the context permits) of past present and future:
- JKAA Executive Committee member/s;
  - JKAA Instructor/s and their delegates; and
  - Officials appointed by JKAA, JKAA Executive Committee member/s or JKAA Instructor/s to assist with JKAA Training and Activities.
- “JKAA Training and Activities”** means any or all of the following:
- JKAA Karate Training, drills, gradings, examinations, seminars or competitions;
  - any seminars or competitions organised by a martial arts association other than JKAA at which JKAA members are entitled to and do participate;
  - all warm up, cool down and practice activities undertaken by the Participant at a Venue before during or after any training, grading, examination, seminar or competition;
  - all physical and mental exercises and training (including strenuous exercises which may involve repetitive high velocity and impact movements) associated with or done as an adjunct to any Karate Training, grading, examination, seminar or competition referred to above; and
  - JKAA demonstrations/promoting JKAA/fund raising for JKAA.

**Waiver, Release and Indemnity**

1. I acknowledge the inherent risks of JKAA Training and Activities and the possible consequences of serious injury and even fatality. Without limiting this acknowledgement I acknowledge that injury may result due to strenuous exercise or high velocity and high impact or repetitive movement and that I may suffer harmful physical contact as a consequence of technique delivery, evasion or application of counter techniques by Me or another person.
2. In consideration of, and as a condition of JKAA’s acceptance of my involvement in JKAA Training and Activities, I agree to participate in JKAA Training and Activities entirely at My own risk. I agree that I am voluntarily participating in JKAA Training and Activities and I assume all risks of injury, illness and even death. I also acknowledge that I am responsible for any loss of or damage to My personal property arising from my participating in or attendance at JKAA Training and Activities.

3. I acknowledge that I may choose NOT to participate in particular JKAA Training and Activities in which case it is my responsibility to refrain from participating in those particular activities. (For example I may choose not to participate in a competition or not to participate in a particular Karate Training drill). I agree to inspect the Venue and equipment to be used for JKAA Training and Activities and further agree only to participate in JKAA Training and Activities if I am satisfied with the adequacy and condition of the Venue and equipment.
4. In relation to any medical condition or injury that I may have:
  - I acknowledge I have been requested to advise and keep JKAA updated in relation to any medical condition or injury that may affect or may be affected by my participation in JKAA Training and Activities;
  - I declare that (regardless of any advice I have given or may in the future give to JKAA in respect of a medical condition or injury that may affect or may be affected by my Karate Training), I am medically fit (physically and mentally) to participate in the JKAA Training and Activities in respect of which I participate; and
  - I agree that the medical conditions and injuries referred to above and advised to JKAA from time to time shall not in any way limit this Waiver, Release and Indemnity.
5. I acknowledge that photographs and videos are taken on behalf of JKAA at JKAA Training and Activities from time to time and that some may be published by JKAA (eg on the JKAA website or facebook pages) and members may be identified. I acknowledge that I have the right NOT to be in JKAA photographs or videos published by JKAA and that if I wish to exercise that right it is my responsibility to remove myself from areas/persons being photographed or videoed or if that is not possible to advise my JKAA Instructor or a JKAA Executive Committee member in writing immediately following being photographed or videoed that I do not want my picture published.
6. I (for myself, my heirs, executors and administrators) waive release and discharge JKAA and JKAA Representatives from all claims or causes of action I may have (including for negligence) arising from any injury, loss or damage of any kind I may suffer including personal injury, illness or death and/or loss or damage to any property arising either directly or indirectly out of my attendance at or participation in JKAA Training and Activities AND I indemnify JKAA and JKAA Representatives against all costs, losses or damages arising from or in relation to My attendance at or participation in JKAA Training and Activities. Without limiting this waiver, I waive my rights to any statutory guarantees and warranties contained in consumer and civil liability legislation relating to the supply of 'recreational services' or 'recreational activities' and agree to participate in JKAA Training and Activities entirely at My own risk and exclude JKAA's liability in relation to death or any personal injury that may be suffered by Me.
7. If any part of this Waiver, Release and Indemnity shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Waiver Release and Indemnity shall remain in full force and effect.
8. I acknowledge that I have carefully read and fully understand this Waiver, Release and Indemnity and I sign it voluntarily I intend my signature to be a complete and unconditional release and indemnity in favour of JKAA and JKAA Representatives to the greatest extent allowed by law..
9. I acknowledge that this Waiver, Release and Indemnity does not have an expiry date and shall apply at all and any times I participate in JKAA Training and Activities.

Dated: .....

**Participant** (Participant to sign here if 18 years or older).....

**Participant's Details**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Physical address: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

If the Participant is under 18 years of age this Waiver, Release and Indemnity must be signed by the Participant's Parent. I warrant and certify that I am the parent of the Participant and that he/she has my consent and is capable of participating in JKAA Training and Activities. I confirm that I have read and understand the above Waiver, Release and Indemnity, and that I agree, on behalf of the Participant to be bound by each of the above conditions and I sign this Waiver, Release and Indemnity voluntarily.

**Participant's Parent**

Participant's Parent to sign here if Participant is under 18 years) .....

**Participant's Parent's Details:**

Name: \_\_\_\_\_

Physical address: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone Number: \_\_\_\_\_