

Waiver, Release and Indemnity

(This form must be signed and returned with Seminar/Competition registration forms)

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

DEFINITIONS:

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

- “I” or “Participant”**.... means the person applying to register for The Event referred to in the Seminar & Competition Registration Form, and if the Participant is under 18 years also means the Participant’s Parent where the context permits.
- “Venue”**..... means The Event venue and surrounds.
- “My”**..... means the Participant’s.
- “JKAA”**..... means Japan Karate Association (JKA) Australia Inc. (ARBN 604 856395) and where the context permits includes JKAA Executive Committee Members, JKAA accredited instructors and JKAA appointed Officials and each of them participating and/or involved in The Event in any way.
- “The Event”**..... means all or any part of the Seminar and/or Competition organised by JKAA to be held on **21 to 25 August 2024 at Moray Field Events Centre, 298 Morayfield Road, Morayfield, QLD, 4506; JKA Bribie Island, 37-39 Benabrow Avenue, Bribie Island, QLD 4507; Mary Mackillop Performance Centre, 100 McKean Street, Caboolture, QLD 4510; and Genazzano FCJ College, 301 Cotham Road, Kew, VIC 3101** and any activities associated with or done as an adjunct to or before or during or after the Seminar and/or Competition (including any Dan examination and/or accreditation)

Waiver, Release and Indemnity

1. I acknowledge the inherent risks of The Event 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 movement and that I may suffer harmful physical contact as a consequence of technique delivery, evasion or application of counter techniques.
2. In consideration of, and as a condition of JKAA’s acceptance of my participation in The Event, I agree to participate in the Event entirely at My own risk. I agree that I am voluntarily participating in The Event and the use of the Venue and assume all risks of injury, illness or even death. I also acknowledge that I am responsible for any loss of or damage to My personal property arising from my participation in or attendance at The Event.
3. If I suffer illness or injury at The Event, I authorise JKAA (at my expense) to call an ambulance and/or seek such other emergency medical treatment as JKAA believes appropriate.
4. I (for myself, my heirs, executors and administrators) waive release and discharge JKAA 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 The Event AND I indemnify JKAA against all costs, losses or damages arising from or in relation to My attendance at or participation in The Event.
5. I acknowledge that any medical condition or injury referred to in the medical information form submitted with My seminar/competition registration forms shall not in any way limit this Waiver, Release and Indemnity. 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.
6. 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 to the greatest extent allowed by law.

Participant Name: _____ Participant Signature: _____

(if Participant 18 years or older)

Date: _____

If the Participant is under 18 years of age this Waiver, Release and Indemnity **must** be signed by the Participant’s Parent or Legal Guardian. I warrant and certify that I am the parent or legal guardian of the Participant and that he/she has My consent and is capable of participating in The Event. 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/Guardian Name: _____ Signature: _____

(Participant’s Parent/Legal Guardian to sign here if Participant under 18 years)

Date: _____

Photography and Video Consent Form

Event Name: Japan Karate Association (JKA) Australia Inc. | National Training Seminar 2024

Date: 21 to 25 August 2024
Moray Field Events Centre, 298 Morayfield Road, Morayfield, QLD, 4506;
JKA Bribie Island, 37-39 Benabrow Avenue, Bribie Island, QLD 4507;
Mary Mackillop Performance Centre, 100 McKean Street, Caboolture, QLD 4510; and
Genazzano FCJ College, 301 Cotham Road, Kew, VIC 3101

I, _____, hereby grant permission to Japan Karate Association (JKA) Australia Inc. and its affiliates to use photographs and/or video recordings taken of me during the event mentioned above.

This consent includes the right to edit, reproduce, distribute, display, and create derivative works of the images and recordings in any media now known or later developed for promotional, educational, and other purposes. These purposes may include, but are not limited to, social media, websites, publications, and promotional materials.

I hereby release, discharge, and agree to hold harmless Japan Karate Association (JKA) Australia Inc., its photographers, videographers, employees, and affiliates from any and all claims, demands, or causes of action that I may have now or in the future arising out of or in connection with the use of these photographs and/or video recordings, including any claims for compensation.

I reserve the right to withdraw this consent at any time by submitting a written request to Japan Karate Association (JKA) Australia Inc.. Upon receipt of such written notice, Japan Karate Association (JKA) Australia Inc. will make commercially reasonable efforts to stop using the images and recordings as soon as practicable.

This consent is voluntary, and I acknowledge that I have read and understood the terms of this release.

Participant's Full Name: _____

Signature: _____

Date: _____

Parental Consent (if participant is under 18 years old):

I, the undersigned parent or legal guardian of the above-named participant, hereby consent to and approve the terms of this Photography and Video Consent Form on behalf of my child/ward.

Parent/Guardian Full Name: _____

Relationship to Participant: _____

Signature: _____

Date: _____