

JUDO CANADA
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(To be executed by Participants who are the age of majority and older)

WARNING! Please read carefully! By signing this document, you will waive certain legal rights – including the right to sue

Participant's Name: _____

Participant's Date of Birth: _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. Prior to participating, an individual who is the age of majority or older and who wants to participate in the sport of judo and the activities, programs, classes and services provided by, and/or in the events sponsored or organized by Judo Canada, ___[insert name of PTO]___ and its affiliated clubs and dojos, which may include but is not limited to: tournaments, competitions, lessons, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the "Activities") must acknowledge and agree to the terms outlined in this agreement.

Disclaimer

2. Judo Canada, ___[insert name of PTO]___ and its affiliated clubs and dojos, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2

Description and Acknowledgement of Risks

3. I understand and acknowledge that
- a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life
 - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming
 - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction
 - d) **(COVID-19)** The COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19
4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of the Activities, some of which are listed below. The risks, dangers and hazards include, but are not limited to:
- a) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof
 - b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions; extreme weather conditions; and travel to and from the premises
 - c) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within the Participant's own ability
 - d) Contact: contact with people or equipment; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
 - e) Advice: negligent advice regarding the Activities
 - f) Ability: failing to act safely or within the Participant's own ability or within designated areas
 - g) Sport: the sport of judo and its inherent risks, including but not limited to collisions, tosses, falling, tumbling or hitting any apparatus, the floor, people, mats or other surfaces; physical contact with other people; striking people and/or objects or equipment; being thrown to the floor;
 - h) Cyber: privacy breaches; hacking; and technology malfunction or damage
 - i) Conduct: the Participant's conduct and conduct of other persons including any physical altercation between participants
 - j) Travel: travel to and from the Activities
 - k) Negligence: my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, which may increase the risk of damage, loss, personal injury or death

I have read and agree to be bound by paragraphs 3 and 4

Terms

5. In consideration of the Organization allowing me to participate in the Activities, I agree:
- a) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select
 - b) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition
 - c) To comply with the rules and regulations for participation in the Activities
 - d) To comply with the rules of the facility or equipment

