



## WAIVER, RELEASE, AND INDEMNITY AGREEMENT

AIKIDO OF BERKELEY (the "Dojo") operates the Aikido Dojo located at 1514 University Ave, Berkeley, CA 94703 (<https://aikidooofberkeley.com>). The Dojo offers classes, instruction and training in the martial art Aikido, sponsors workshops, seminars and hosts or may host other activities (whether in the Dojo or outside the Dojo), including, among others, yoga, jiu-jitsu, Systema and other defensive or fighting arts, and all activities related or incidental thereto (together, "Aikido Activities"). Aikido Activities involve, among other things, observing, sitting, stretching, twisting, rolling, falling, striking, grabbing, throwing, pinning, kicking, weapons training, and many other potentially dangerous or injurious activities, whether as a participant or spectator, and whether or not under the supervision or instruction of Kayla Feder, the Dojo's Instructors, visiting instructors, principals, employees, attorneys or agents (together, the "Affiliates") or co participants, which may result in personal injury, property damage or death.

For and in consideration of the Dojo permitting you to participate in or observe Aikido Activities and whether or not under the supervision or instruction of the Dojo, any Affiliates or co-participants (but except for fraud, willful injury, recklessness, violation of law or the knowing increase in the risk of harm beyond what is inherent in learning, practicing or performing Aikido Activities), you, and on behalf of your heirs, executors and administrators, hereby voluntarily, knowingly and expressly:

- (1) forever assume any and all risks, whether known or unknown, inherent in Aikido Activities and agree to be challenged to perform beyond your (then) current ability;
- (2) forever release, relieve, discharge, waive and relinquish any and all claims, actions or causes of action for personal injury, property damage or wrongful death, arising out of, regarding, respecting or concerning the active or passive negligence of the Dojo, any Affiliates or co-participants, as a result of engaging in any Aikido Activity including from COVID-19 or other infectious diseases; and
- (3) forever indemnify and hold harmless the Dojo, the Affiliates and co-participants from and against any and all claims or causes of action by whomever, whenever or wherever made or presented for personal injuries, property damage or wrongful death occasioned by any Aikido Activity; and
- (4) I understand that this release discharges the Dojo, any Affiliates or co-participants from any liability or claim that I, my heirs, or any personal representatives may have against the Dojo, any Affiliates or co-participants with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, Aikido Activities.

## COVID AND INFECTIOUS DISEASES

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that the Dojo cannot guarantee that I will not become infected with the Coronavirus/COVID-19 or any other infectious disease. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 or other infectious disease may result



FOR OFFICE USE ONLY—Student Last Name: \_\_\_\_\_

from the actions, omissions, or negligence of myself and others, including, but not limited to, the Dojo personnel, and other Dojo Affiliates and participants and their families.

I acknowledge that I must comply with all set procedures to reduce the spread while participating in Aikido Activities. I understand that on each and every occasion that I choose to participate in Aikido Activities, I attest:

- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- I have not been diagnosed with Coronavirus/COVID-19 by state or local public health authorities.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

If any term or provision of this Waiver, Release and Indemnity Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and provisions hereof shall not in any way be affected or impaired thereby.

You acknowledge that you have read and understand this waiver, release and indemnity agreement and have been fully and completely advised of all the potential dangers and risks inherent in aikido activities (whether or not under the supervision or instruction of the Dojo, any Affiliates or co-participants), agree to be challenged beyond your (then) current ability, are fully aware of the legal consequences of entering into this waiver, release and indemnity agreement, and voluntarily forever assume all risks, and waive, release and indemnify the Dojo, its Affiliates and co-participants from any and all claims as set forth above.

## SEMINARS

The Dojo welcomes you to the Seminar. In consideration of the Dojo allowing you to participate in or observe the Seminar, the Dojo requests that you acknowledge that you have read the Dojo's Waiver, Release and Indemnity Agreement (the "Release"), and agree to be bound by all of the terms, conditions, covenants and agreements set forth therein, which are hereby incorporated herein by reference.

Printed Name of Student: \_\_\_\_\_

Signature of Student or Parent/Guardian if student is under 18: \_\_\_\_\_

Date: \_\_\_\_\_