
WAIVER, RELEASE, AUTHORIZATION, AND INDEMNITY AGREEMENT

(Adults and children -- vaccinated or not, outdoor training)

AIKIDO OF BERKELEY, the wholly owned business of Kayla Feder, (collectively the "Dojo") operates the Aikido Dojo located at 1514 University Ave, Berkeley, CA 94703 (<https://aikidoofberkeley.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;
- (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 including by third parties alleging injury from my use of the techniques learned, or any variation thereof. I have not requested nor received any warranties (guarantees) as to the effectiveness of the training; 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 recommend practicing social distancing under certain circumstances.

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 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 attest that I am aware of Information on the Coronavirus (COVID-19) and that information is available at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>. COVID-19 may cause severe illness and even death. California has community spread of COVID-19. COVID-19 is a viral illness that spreads from person to person via various methods, including but not limited to touch and airborne particles. Symptoms can range from mild (or no symptoms) to severe illness. A person can become infected by coming into close contact (about 6 feet) with someone who has COVID-19. A person may become infected from respiratory droplets when an infected person coughs, sneezes, or talks. A person may also become infected by touching a surface or object with the virus on it, and then touching the person's face. The U.S. Centers for Disease Control and Prevention's ("CDC") COVID-19 Guidance suggests for person not vaccinated, in relevant part: (a) staying home as much as possible and avoiding close contact with others; (b) wearing a cloth face covering over your nose and mouth in public settings; (c) cleaning and disinfecting frequently-touched surfaces; (d) washing your hands often with soap and water for at least 20 seconds or using an alcohol-based hand sanitizer containing at least 60% alcohol; (e) completing activities online as much as possible (rather than in person); (f) if you must go somewhere in person, staying at least 6 feet away from others and disinfecting items you must touch; (g) limiting in-person contact as much as possible; and (h) staying home if you are sick, except to get medical care. Older adults and people with serious underlying medical conditions may be at higher risk for more severe illness.

I acknowledge that I must comply with all recommended 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 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.

PHOTOGRAPHIC AUTHORIZATION AND RELEASE:

I, the undersigned, hereby grant to Aikido of Berkeley and Kayla Feder, (the "Dojo") the worldwide, perpetual, irrevocable right to: (1) photograph the undersigned and (2) reproduce, distribute, display, create derivative works of and otherwise use the undersigned's name, photograph and likeness for and in connection with the Dojo's internet, publicity, advertising, and promotional purposes by any means, methods and media (print and electronic) now known

or in the future developed that the Dojo deems appropriate.

I make this grant of rights with the understanding that no compensation will be paid to me by the Dojo for such grant. I understand and agree that all right, title and interest, including copyrights, in the materials created by the Dojo pursuant to this agreement are the exclusive property of the Dojo and that I will obtain no rights in such materials. I also understand that the Dojo is not actually required to use my photograph or likeness in any way. I hereby waive any right that I may have to inspect or approve any photograph, likeness, or derivative work thereof made pursuant to this agreement. I understand that under California law individuals have the legal right to control the use of their names, likenesses and images and I hereby release all such rights and hold harmless the Dojo, its agents, licensees, and assignees from, and will neither sue nor bring any proceeding against, any such parties for any liability, whether now known or arising hereafter, resulting from or arising in connection with the exercise of such parties' rights pursuant to this agreement. I have read the above agreement and fully understand its contents. I represent and warrant that I am of full age, that I have the right to contract in my own name, and that I have no pre-existing obligation that may restrict or limit my ability to sign this agreement. This agreement will be governed by the laws of the State of California and represents the final and exclusive agreement between the Dojo and myself on this subject.

PRIVACY POLICY

I am aware that the Dojo does not sell personal information to third parties and is not subject to the California Consumer Privacy Act of 2018.

(IF APPLICABLE) 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, Authorization, and Indemnity Agreement, and agree to be bound by all of the terms, conditions, covenants and agreements set forth therein, which are hereby incorporated herein by reference.

CONCLUSION AND SIGNATURE(S)

If any term or provision of this Waiver, Release, Authorization, 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.

I acknowledge that I have read and understand this waiver, release, authorization, and indemnity agreement and have been fully and completely advised of all the potential dangers and risks including the transmission of communicable diseases such as COVID-19 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 my (then) current ability, are fully aware of the legal consequences of entering into this waiver, release, authorization, and indemnity agreement, and voluntarily forever assume all risks, and waive, release and indemnify including attorney's fees and costs) the Dojo, its Affiliates and co-participants from any and all for all claims, actions, or damages.

SIGNATURES ON NEXT PAGE

WAIVER, RELEASE, AUTHORIZATION, AND INDEMNITY AGREEMENT

Name of Student: _____

Address: _____ City/State: _____ Zip: _____

If the student is a minor, the below applies:

I warrant that I am the legal guardian with authority to execute this waiver, release, and indemnity agreement of the minor being enrolled and/or who may be photographed or whose likeness will appear in photograph(s) or other media as designated by the Dojo and agree to the above.

Name of Parent: _____

Address: _____ City/State: _____ Zip: _____

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

Date: _____, 20__

Provide copy to signer -- physical or digital -- of all pages