

**Integrated Peace Arts & Aikido Southern Westchester - Waiver & Release from Liability**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

Physical \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Prior Martial Arts/Yoga \_\_\_\_\_ Rank/Style \_\_\_\_\_ How you found us \_\_\_\_\_

What do you hope to get out of taking classes here? What is your motivation?

\_\_\_\_\_

How much time / effort are you willing to commit to reach your goals?

\_\_\_\_\_

**Release from Liability**

1. I am aware that activities involving martial arts in general and Aikido, Tai Chi, Kung Fu, Karate, Chi Gung, meditation & Yoga (hereafter included in the term martial arts) in particular are inherently dangerous. I am voluntarily participating in these activities with the knowledge of the dangers involved and I hereby accept any and all risks of injury and death. I understand the Integrated Peace Arts, Inc. (hereafter called IPA) and Aikido Southern Westchester County, LLC, including all DBA names (hereafter called ASW) offer martial arts classes for the benefit of interested parties in the community. As injuries can and do occur in martial arts IPA and ASW (defined herein as including all owners, employees, guest instructors and unpaid volunteers) cannot afford to incur the costs of legal expenses or medical treatment without increasing the costs of these classes dramatically.
2. I represent for myself or any dependent that I do not carry any contagious disease that may present a threat to other participants in the class. I am in good physical condition and have no disabilities, diseases or other conditions that could prevent me from exercising or cause serious consequences to my health with such exercise. I have consulted a physician concerning the potential for martial arts practice to aggravate any known or reasonably expected medical condition and the physician has approved these activities. To the extent I do have any injury or medical condition now or in the future, I agree to notify the instructor of the circumstances as well as any potential risks posed during training that could aggravate the injury or endanger others. I agree to notify my training partners of any adjustments they might need to make during practice to avoid aggravating my injury. To the extent that any individual does not respect my request to practice in a manner that avoids aggravating my injury, I agree to notify the instructor. In addition, should a training partner mention an injury that requires special adjustments during class, I agree to make appropriate effort not to injure my partner. I have received a copy of the dojo rules, and will make my best effort to comply.
3. COVID-19 Update: I am aware that my participation in the activities of martial arts could result in exposure to COVID-19. I am aware that, if I have medical issues that are risk factors according to evolving CDC guidance, I have an increased risk of contracting serious medical issues or potential death if I am exposed to COVID-19. Those with whom I live or am in close contact then may contract the disease from me. Further, with regards to cleaning of surfaces, I recognize a false sense of security that may be derived from that process. (An infected person present in the facility can spread germs immediately after a cleaning is done that fall to surfaces). Therefore, I commit to avoid touching my eyes, nose or mouth during the martial arts activities with either my hands or gloves unless I first disinfect them. In consideration of being permitted to participate in the activities of martial arts, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, including exposure to COVID-19 and potentially serious medical issues or death, quarantine requirements and any associated loss of income that I might incur as a result of participating in the martial arts activities, including those which may result from the active or passive negligence of ASW and/or IPA. I also agree to follow evolving CDC guidance to protect others from possible transmission of COVID-19 as referenced on point 2 above. I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against the ASW and/or IPA, its owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a "Released Party") that I may sustain as a result of participating in the martial arts activities even if the Claim arises from the active or passive negligence of any Released Party or anyone else. I agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the active or passive negligence of any Released Party or anyone else. "Claim" includes but is not limited to any and all liabilities,

claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, illness or death that I may suffer, my spouse, children, other family members or roommates, or unborn child may suffer (including any legal fees or expenses) in connection with participation in any martial arts activity (at the physical facilities, or elsewhere) or exposure to COVID-19 as a result of participating in any martial arts activity.

4. I, my assignees, heirs, distributees, guardians, and legal representatives will not make any claim against or sue either ASW or IPA for any illness, injury or damage resulting from my participation in activities involving martial arts. I hereby release ASW and IPA from all claims or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for illness, injury or damage resulting from my participation in activities involving martial arts.
5. I, my assignees, heirs, distributees, guardians, and legal representatives will indemnify and hold harmless ASW and IPA from all liability (including but not limited to attorney fees and costs) incurred by them for any and all actions, claims and demands of third parties resulting from my participation in martial arts, even if such claim arises from the active or passive negligence or other acts howsoever caused by ASW or IPA.
6. In any litigation, arbitration, or other proceeding by which a party seeks either (1) to enforce this agreement or (2) to determine any rights or obligations under this agreement, ASW, IPA shall be awarded reasonable attorney fees together with any costs or expenses required to resolve the dispute and to enforce any judgment.
7. I recognize pictures and videos may be taken during the course of events such as training, seminars and/or dojo parties. The images from the above will belong to ASW or IPA and can be used for such purposes as marketing (e.g. Facebook, Youtube, web site promotion, flyers, etc.) or instruction.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_  
Releasor

If the Releasor is under (18) eighteen years of age, a parent or legal guardian must also sign below.

I, the undersigned, as parent or legal guardian of the above Releasor, certify that I have read the above agreement in full and I consent to the releasor participating in activities involving martial arts and Aikido. I agree to the terms of this "Release from Liability" both for myself and for the releasor, and do hereby suspend any right to pursue any action on behalf of the releasor.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Parent or Legal Guardian

**For Aikido: Dojo Rules** – An excerpt from the 1938 Training Manual, "Budo", by the Founder of Aikido, Morihei Ueshiba. Translated by Mark L. Larson:

1. Aikido can determine life or death with a single blow; therefore, when training, observe the directions of the instructor and do not engage in contests of strength.
2. Aikido is a Way that makes one person the equivalent of thousands; therefore, when training, always be mindful not only of the space in front of you, but also what is happening in all directions.
3. Training should always be an enjoyable experience.
4. An instructor can only impart a portion of the teachings. To be able to use a technique, you must learn it through diligent and ceaseless training. Only then will you begin to remember with your body. It is pointless to desire to learn many techniques. To master a technique, you must make it your own.
5. Daily training begins with Tai no Henko. Gradually increase the intensity of your training. Make sure not to overexert your body. Even older persons should not injure themselves. Continue to train enjoyably and strive to realize the purpose of training.
6. Aikido is training of the mind and body. Its purpose is to produce sincere people. Since all techniques are entirely secret, you should not reveal them indiscriminately to the public. The improper use of any technique by ill-mannered persons is to be avoided.