

## FIRE & ICE TOURNAMENT - February 18 2023 Warman , Saskatchewan



### MARTIAL ARTS LIABILITY WAIVER AGREEMENT, WAIVER, HOLD HARMLESS AND COVENANT NOT TO SUE

Participant's Name (printed) \_\_\_\_\_

#### **Notice: This Agreement is a contract with legal consequences. Read it carefully before signing!**

In consideration of my (or my child's, hereafter referred to constructively as myself) participation in C.O.M.A.A. / A.F.S.O. Kanada competition, I hereby freely agree to make the following contractual representations and agreements:

- I fully realize the dangers of participating in a sport of this type (Martial Arts) and voluntarily assume all the risks associated with such participation.
- I understand the risks include, by way of example, and not limitation, the following: Accidents may happen while traveling in vehicles to or from event locations including provided transportation, car pools, bicycles, and walking. Mishaps such as falls, equipment failure, other participants or instructors or guests, contact with various hard and soft floor or ground surfaces, other people, and/or over exertion could result in injuries including sprains, concussion, broken bones, torn muscles/tendons, dislocations, puncture wounds, psychological trauma, hospitalization, blindness, and death.
- I agree that it is my sole responsibility to be familiar with the physical and mental demands associated with this sport (Martial Arts). With these demands in mind, I attest that I have no physical or mental condition, which to my knowledge, would endanger myself or others if I participate in this sport, or would interfere with my ability to safely participate in the sport.
- I also agree to abide by any and all established rules and regulations while engaged in this sport, and with the directions and precautions given by the facilitators.
- C.O.M.A.A. /A.F.S.O Kanada and **NSMAA & KURO TORA DOJO, City of Warman** their family, associates, the property owner(s), and any agents thereof, are facilitating this Martial Arts event (collectively referred to herein as the "facilitator(s)").
- I acknowledge and understand that the owner and facilitators of this land are directly permitting participants to use the land for recreational purposes and the principal purpose for participant's entrance upon the land is for recreational purposes. Any fees or costs associated with this sport are not associated with use of the land or buildings thereon, and as such, the land owner is not liable for injuries, death or damages while participants are on the property, whether or not the participant is engaged in recreational activities.
- I understand that the facilitators have no duty to provide any extraordinary duties or safety measures in relation to this sport (Martial Arts) and that I must use reason and judgment in my undertakings hereunder.

- I consent to anyone providing emergency health or medical assistance if it is determined necessary at the facilitator's discretion, and consent to anyone contacting my emergency contact for notification.
- I understand that the property and terrain on which this event shall take place contains both obvious and hidden dangers which I may not be made aware of by the facilitators.
- I understand that before engaging in this sport it is my duty and responsibility to make myself aware of any and all dangers related to the property or terrain to my satisfaction, and any dissatisfaction of such information will be manifest by my non-participation of this sport in any manner.
- I understand that there may be video photography and/or still images being recorded at this event. I hereby release use of said images/video to the facilitators of this event, with no expectation of compensation, monetary or otherwise.
- I hereby release, waive, discharge, and covenant not to sue anyone acting as a facilitator, or any insurance of, agents of, servants of, or guests of the facilitators (collectively referred herein as the "Releases") from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to me, my child(ren) or to my property while participating in any of the sports/activities contemplated by this Agreement, regardless of whether such damage, loss, or injury results from the negligence of the Releases or from any other cause, including unknown conditions of the property or terrain.
- I also hereby release, waive, discharge and covenant not to sue the Releases from any claims whatsoever on account of any first aid, treatment, or service rendered to me during my participation in the above activities.
- I hereby agree to indemnify and hold harmless the Releases from any loss, liability, damage, judgment awards or costs, including court costs and attorneys' fees that they may incur due to my participation in said activities or subrogation suits or claims, whether caused by the negligence of Releases or otherwise.
- I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals.
- I agree that my failure or refusal to sign such agreements or releases shall in no way affect the validity of this Agreement, nor revoke or cancel any of the terms of this Agreement. I or any of my successors shall be liable for the expenses (including legal fees) incurred by the party or parties in defending against such claim or suit. This Agreement shall not be modified orally or by handwritten modifications hereon or herewith, and there are no addendums incorporated by reference herein.
- I have carefully read this form and fully understand its contents. All information I have provided is true.
- I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnity, and a contract between myself and the facilitators described herein, I sign it of my own free will.
- PARENT OR GUARDIAN OR LIAISON OF SUCH, OF A MINOR: I, as parent or guardian or liaison of the above named minor, hereby give my permission for this child or ward to participate in the above named activity, and further agree, individually and on behalf of this child or ward, to the terms as outlined herein.
- Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_
- Parent / guardian / liaison Signature for participants under 18:  
\_\_\_\_\_
- Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_