

Marion Youth Judo and Jujitsu

(Marion PAL Judo)

Risk Agreement

Revised: November 1, 2010

AUTHORITY TO TREAT

I, the undersigned, give the instructors, staff and responsible adults the power to authorize medical or other treatment of the student named _____, subject to the limitations listed below, if any. If I am not the named student, I am the parent, guardian or responsible adult for the named student, and I have legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian or responsible adult has been contacted or has consented to the specific treatment, provided it does not conflict with the limitations outlined below. This authority begins on the date signed and continues indefinitely.

Limitations to treatment: _____

Information of Medical Significance: _____

By granting my authorization, I assume responsibilities for all decisions made, provided they are reasonable decisions under the circumstances based on the knowledge and understanding of the person making the decisions, and I trust their judgment and offer the benefit of the doubt to them in any claim or legal proceeding. This presumption may only be overcome by clear and convincing evidence that they acted with malice or willful gross negligence, and if so they may still be liable

Signature and Date: _____

Print Name and Relationship (if other than self): _____

I understand that the instructors, senior students, or others may have some skills in first aid, CPR, and, at their discretion, I authorize them to use those skills and techniques to assist in any circumstance in which they judge their skills would be necessary or helpful

Initials: _____

ADVISORY OF RIGHTS AND RESPONSIBILITIES

Safety is not the sole responsibility of instructors and staff. Everyone in class is responsible for their own safety and the safety of those around them.

All students have the right and responsibility to excuse themselves from any exercise they believe will be harmful to them. All students must evaluate each situation in the context of their skill and current physical condition, and conduct each drill in a manner that is safe. If an instructor gives an instruction that is unsafe for the student, it is the student's responsibility to inform the instructor that the activity may be unsafe. The instructor will routinely excuse the student from unsafe exercises and drills. The instructor may ask for an explanation, and the student is expected to provide one.

All students have the responsibility to train and conduct themselves in a manner that helps all students and instructors remain safe. Students must give those who are training enough room to avoid interfering and avoid being accidentally struck by someone else practicing, which is especially important when others are practicing with weapons.

In the event of an injury, students have the right and responsibility to evaluate the extent of harm, stopping what they are doing even if it includes a partner, and determining if it is safe to continue. Unless a student is certain that further practice will not create or worsen a problem, all students are encouraged to stop what they are doing and inform the instructor. In the event of a serious injury or the appearance of a serious injury, all students, instructors, staff and visitors, notably parents, have the right to call a stop to a particular training exercise.

If a student notes an unsafe training situation, which may include a student performing a skill incorrectly, a student not showing due regard for the safety of others, a defective piece of training equipment, a potentially dangerous obstacle or condition on the floor, or anything else that may cause or lead to harm of students, instructors, visitors or guests, then the student is expected to correct the situation if it is within his ability or to notify an instructor or staff member immediately. If something is simple to correct, such as removing an obstacle from the floor, the student should correct the situation. If the situation may require the authority of the instructor or staff, or if it is not a simple matter, then an instructor or staff member should be notified immediately.

Initials: _____

ASSUMPTION OF RESPONSIBILITIES AND RISK

Martial art training is a potentially dangerous activity. Bumps, bruises, scrapes, scratches and soreness are commonplace, and most students will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude, and the student can be expected to encounter these injuries infrequently. The possibility of more serious injury exists, including fractured bones, broken bones, torn ligaments, though not all students encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling or death, though this is certainly not expected in this martial arts class.

I understand the above statement of risk, and I understand the rights and responsibilities of students. I assume responsibility for my own safety (or the safety of my child), understanding and accepting the risks involved with martial arts training. Even if the instructor has informed me that no serious injuries have ever happened in this school or with any of the instructors, I understand that this does not mean that there is no possibility of harm. By assuming this risk, I completely absolve all instructors, staff, guests, students, landlords, management companies and any and all other parties of liability for my harm, unless intentionally caused in criminal conduct.

Initials: _____

NOTICE AND CONSENT TO INSTRUCTORS

This school seeks to make use of highly trained professional instructors, with both expertise and experience both in the art(s) that we teach and in teaching. The head instructor or any other qualified instructor may teach classes. Should an instructor be unavailable for a given class, a junior instructor, senior student or guest instructor may teach. The choice of the instructor is left to the discretion of the school.

I understand that I may not always have the instructor I desire, but I shall seek to learn from whomever is teaching, to show the respect due the position of teacher to whomever is teaching, and to conduct myself in accordance with the etiquette established at this school. I understand that I have the responsibility for my own safety without regard to who may be teaching the class. I specifically consent to any instructor the school, instructors or staff feel are sufficiently qualified by standards they set to teach the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

Initials: _____

NOTICE OF PHYSICAL CONTACT

Complete martial arts training involve a wide variety of skills. While practicing these skills, students may have contact with any portion of the body. The groin may be the target of kicks, strikes or grabs. The chest, buttocks, groin or any part of the body may be contacted by any part of the training partner's body during training with martial arts techniques, or incidentally contacted while performing a martial arts technique which targets another portion of the body.

When male and female students train together, or when adult and minor students train together, and in any other training combination, the purpose and intent of the school, instructors and staff is to provide an environment for all students to learn and practice martial arts and self-defense. Students are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should any student feel that a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and unacceptable advantage of training contact, or if a student is made uncomfortable by any training exercise or partner, then that student has the right to withdraw from the exercise or drill. If the contact of a training partner appears inappropriate, the student should inform the instructor privately. If the conduct of the training partner or any training partner appears criminal, then the instructor should be informed and the authorities may be notified either by the student or the instructor, or both.

Initials: _____

CONSENT TO PHYSICAL CONTACT

I understand the nature of physical contact in martial arts training, and I understand that I have the right to immediately withdraw from any exercise or drill in which the contact of any party seems beyond the scope of training and makes me uncomfortable. I agree to abide by school etiquette in all matters pertaining to training, and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact martial arts training allows.

Initials: _____

INDEMNIFICATION BY PARENTS

Applicable only to parents enrolling a minor child.

I agree not to bring any claim or suit against the school, instructors, staff, guests, students, landlord, or any other parties on behalf of my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be the subject of such a suit. I further agree that I will not cause to be brought, nor encourage a claim or suit. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify the school, instructors, staff, guests, students, and any and all additional defendants covered by this agreement for all judgments, costs, attorney fees and other expenses incurred as a result of a breach of this agreement.

Initials: _____

ARBITRATION CLAUSE

Should any dispute arise between me, my child, or anyone acting on behalf of my child, regarding this school, then I specifically agree that the dispute shall be resolved in binding arbitration. Should a suit be filed in Court, I specifically authorize the Court to order the case to binding arbitration.

SEVERABILITY

If any clause, sentence, phrase or statement is found unenforceable or invalid by any Court of Law, the remainder of the document shall remain valid enforceable and the invalid clause, sentence, phrase or statement shall be considered struck from the document.

DURABILITY

This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting this school if this document was signed after that date.

I have read this document, and I understand the content of it. I agree to abide by the terms of it.

Student Signature and Date: _____

For minor students:

Parent Signature and Date: _____

Parent Signature and Date: _____

Witness Signature and Date: _____

HEALTH HISTORY FORM

(REVISED AUGUST 2011)

Name: _____ Age: _____ DOB: _____

Address: _____ Phone: _____

Primary E-mail: _____

ALL PARTICIPANTS:

Check all that apply. Failure to disclose a known medical condition may result in the instructors' inability to provide necessary first aid. Please disclose in full. Disclosure will not deny participation, but may result in adapted participation to ensure the safety of the participant.

Health History	Explain
<input type="checkbox"/> Heart Condition <input type="checkbox"/> Stroke <input type="checkbox"/> High BP	
<input type="checkbox"/> Seizure disorder	Type of seizure: Emergency procedures:
<input type="checkbox"/> Asthma or other lung disease	Triggers: Uses inhaler? Yes No Will carry to class? Yes No Can use independently? Yes No
<input type="checkbox"/> Orthopedic or musculo-skeletal problems	
<input type="checkbox"/> Diabetes <input type="checkbox"/> Hypoglycemia	On insulin? No Yes, type: _____ Preferred method of treatment for low blood sugar:
<input type="checkbox"/> Severe allergies to: _____ _____	Has Epi-pen? Yes No If yes, does Marion PAL Judo have permission to administer in case of anaphylaxis? Yes No
<input type="checkbox"/> ADD / ADHD <input type="checkbox"/> Special Learning Needs: _____	Best way to provide redirection / instruction:
<input type="checkbox"/> Other medical conditions	

Has participant ever passed-out / fainted during or after physical activity?

No Yes, explain: _____

Has participant ever had a head injury that resulted in loss of consciousness or concussion?

No Yes, explain: _____

Has participant ever been hospitalized for illness or injury?

No Yes, explain: _____

Level of physical activity: Very Active Moderately Active Inactive

PARENTS / GUARDIANS OF CHILD PARTICIPANTS, CONTINUE TO BACK

Adult Participant Signature: _____

Date: _____

Reviewed by: _____

CHILD PARTICIPANTS Only:

This information is to help the instructors better know how to provide successful instruction so that your child will have a positive Judo experience. This information is confidential and will only be shared among the instructors and assistant instructors.

Does your child have difficulty following verbal instructions at home or school? No Yes, explain:

Does your child have difficulty participating in PE because of coordination or lack of endurance?

No Yes, explain: _____

Has your child ever had an unsuccessful sports experience? No Yes, what would have made that experience more successful? _____

What other sports / activities does your child participate? _____

Any other information you think is important for the instructors to know to ensure your child has a successful Judo experience? _____

Questions or concerns that you would like to discuss with an instructor? _____

Parent / Guardian Signature: _____ Date: _____

Reviewed by: _____