

Academy of Arms Los Angeles Assumption of Risk and Agreement to Participate

THIS AGREEMENT MUST BE SIGNED BY ANYONE WHO WISHES TO JOIN THE ACADEMY OF ARMS LOS ANGELES INC, A CALIFORNIA NOT-FOR-PROFIT CORPORATION.

PARTICIPATION TERMS

I, _____, have read and understood the following terms of participation:

What to Wear

- Please remove all jewelry, watches etc. before coming to class. Avoid tight-fitting clothes that restrict your movement and choose fabrics that breathe. Long hair should be tied back to prevent snagging in the gear. Avoid black-soled shoes or any shoes that will scuff the floor. Shoes should be stable (no heels) and have enough traction to avoid slipping, but not so much traction that it's difficult to pivot. Additional safety gear may be required depending on the activity but it's always wise for men to wear a cup.

Food and Drink

- Bring water to every class and make a habit of drinking during the break. Water bottles are allowed on the studio floor. However, if you want to drink a soda or eat a snack, you should do so upstairs in the conference room.

How to Behave

- Safety first. This isn't a medieval fight club; we're here to learn an *art*. All students are to cease action when they hear a safety call of "HOLD", and are not to continue until they hear "RESUME".
- Safety requires alertness and judgment. Do not participate in class if you are sleepy or under the influence of any substance that affects your alertness and judgment. Do not participate if you have an injury that could be exacerbated or could compromise your control. You are, however, encouraged to attend and *observe* even if you are unable to participate due to injury.
- Classes start on time. Please email your instructor in advance if you intend to be absent. If on occasion you are unexpectedly delayed at work or caught in gridlock, please remember that it's better to attend part of the class than none at all.
- If you are expecting an important call, you can keep a cell phone on your person as long as it's in vibrate mode. Unless it's an emergency, return calls during the breaks, not during class. However, the instructor will always keep a cell phone in ring mode in case a student or visitor is trying to reach the school.
- Do not talk while your instructor is speaking. Show respect for your instructor, fellow students and your weapons at all times.
- Be certain that you have weapon parity with your training partner. Wood against wood, aluminum against aluminum etc.
- Keep your hands and fingers off the mirrors around the edge of the studio. Give the mirrors a wide berth with your weapons. If working in the middle section of the studio, be careful of the lights above.
- Any time you are at the school or on the training field, avoid discussing controversial topics such as politics and religion, and focus on our common passion; swordsmanship!
- During class, avoid all conversation not directly related to the technique being taught.

- Please avoid practicing other martial art forms during class.
- Classes will open and end with a sword salute. Also, whenever you start a weapon drill with a new partner or with an instructor, you should salute each other.
- You are encouraged to bring visitors to class. If they elect to participate, be sure they sign the liability waiver that our insurer requires of all students and visitors. Please remember that all participants must be 18 years of age or older.
- Please log into the student forum at least once a week. It is the central communications center for the school.
- Try to attend as many Saturday practices as possible. You are also expected to practice outside of class. Take the material seriously. Whether martial arts are new to you, or you already have a Black Belt in another discipline, you must show progress over time. Please speak to the instructor if you feel something is slowing your progress.

Initials: _____

Risk Agreement

AUTHORITY TO TREAT

I, _____, give Academy of Arms Los Angeles instructors, staff and responsible adults the power to authorize medical or other treatment, subject to the limitations listed below, if any. Treatment may be made without regard to my consent, provided it does not conflict with the limitations outlined below. This authority begins on the date signed and continues indefinitely.

Limitations to treatment: _____

Information or 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: _____

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, 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 the 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 the instructor or staff member should be notified immediately.

Initials: _____

ASSUMPTION OF RESPONSIBILITIES AND RISK

Martial Arts 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 frequently. The possibility of more serious injuries exists, including brain injury, eye damage, 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, 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 not 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

Classes may be taught by the head instructor or any other qualified instructor. 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 to 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 of 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 involves 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 the school etiquette in all manners 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: _____

ARBITRATION CLAUSE

Should any dispute arise between me and the Academy of Arms Los Angeles, 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 a 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 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 am 18 years of age or older. 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:

Witness Signature and Date:
