#### AIKIDO OF KONOCTI WAIVER, RELEASE AND INDEMNITY AGREEMENT AIKIDO OF KONOCTI (the "Dojo") / Allied Ronin Leadership Training & Consulting operates an Aikido Dojo at 5937 Mount Hannah Dr South, Kelseyville, CA 95451

The Dojo offers classes, instruction and training in the martial art Aikido, sponsors workshops, seminars and exams, and hosts or may host other related activities (whether in the Dojo or outside the Dojo), including among others, leadership and team building training, energy awareness training, meditation, body work systems, exercise programs, 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 Lance Giroux, Allied Ronin Leadership Training & Consulting, and all other instructors who use the studio, and all building lessors, renters, all other principals & agents & employees & staff of and who occupy and work in the buildings and properties located on the property, 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:

### YOUR INITIALS ARE REQUIRED AT EACH OF THE FIVE NUMBERED PARAGRAPHS BELOW:

(1) I acknowledge that I have been informed that I do not have to participate in any of the exercises, individually or collectively, involving a martial art, and that I can stop my participation at any time regardless of my reasons for stopping, and that I have complete permission to request further clarification before I continue with any physical exercise, and that in no case will I be required to proceed in any particular movement/exercise should I desire not to.

(2) I acknowledge that I have been advised and am aware of that COVID-19 and its variants pose serious health risks including death and I take full personal responsibility for assuming those risks, and I am aware that the Dojo does not require that I be COVID vaccinated or wear a mask in order to attend classes at the Dojo, and I am aware that should conditions arise and the Dojo change its policy to require I be COVID vaccinated and/or wear a mask in order to continue training and I then refuse to comply with that change of COVID policy then I may be required to discontinue training at the Dojo;

(3) I 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;

(4) I 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; and

(5) I 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, or sickness or death should I contract COVID as a result of my Dojo activities, or occasioned by any Aikido Activity.

If any term or provision of this Waiver, Release 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.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF ALL THE POTENTIAL DANGERS AND RISKS INHERENT IN AIKIDO ACTIVITIES (WHETHER OR NOT UNDER THE SUPERVISION AND INSTRUCTION OF THE DOJO, ANY AFFILIATES OR CO-PARTICIPANTS), AGREE TO BE CHALLENGED BEYOND YOUR (THEN) CURRENT ABILITY, ARE FULLY AWARE OF THE LEGAL CONSEQUENCES OF ENTERING INTO THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT, AND VOLUNTARILY FOREVER ASSUME ALL RISKS, AND WAIVE, RELEASE AND INDEMNIFY THE DOJO, ITS AFFILIATES AND CO-PARTICIPANTS FROM ANY AND ALL CLAIMS AS SET FORTH ABOVE.

| Signature:  |         | Dated:    |
|---|---------|-----------|
| Print First & Last Name:  |         |           |
| Print Address   |         |           |
| Telephone   | _ Email |           |
| Parent or Legal Guardian signature is required on behalf of minor, minor's heirs, executors and administrators. |         |           |
| Name(s) of Minor(s):  |         | DATE:     |
| Parent/Legal Guardian First & Last Name   |         | Signature |

# Aikido of Konocti

## COVID POLICY UPDATE EFFECTIVE JUNE 28, 2023

Aikido of Konocti NO longer requires that students and visitors be COVID vaccinated in order to train at the dojo. That said, being COVID vaccinated is still strongly recommended and encouraged.

Masking has not been required for at training at our dojo for over a year. But, if you feel more comfortable wearing a mask when training, then please do so.

## PRACTICE THESE HEALTH GUIDELINES WHEN TRAINING AT OUR DOJO

(1) Monitor your health before, during and after EVERY class. Wash your hands before and after every class. Cover your nose and mouth if you sneeze or cough during class; then immediately step off the mat and wash your hands.

(2) Do NOT come to the dojo if you are displaying COVID or FLU like symptoms, or if within five days prior to class you were in close contact with anyone who has COVID or the FLU.

(3) Do NOT come to class IF you have or are displaying ANY of the following: persistent cough, have a cold or fever or runny nose, are out of sorts or very fatigued, or have a headache or unexplained severe body aches,

(4) If any of the above symptoms / situations occur for you then TAKE a COVID TEST right away. Rapid antigen test is acceptable.

(5) If your COVID test comes back *POSITIVE* then let me know immediately so others who shared dojo space with you can be alerted to take prompt health care steps.

(6) Return to training ONLY AFTER you test for COVID again and your text comes back *NEGATIVE* ... AND you feel 100% better.

Other dojos may have different policies. Always check with them and prepare yourself to follow their policies well before you attend their classes or events.

Thank you for supporting the health of all who train or visit Aikido of Konocti.

Lance Giroux, Sensei (707) 364-2900 <u>AikidoKonocti@gmail.com</u>