

Toronto Aikikai General and COVID19 Waiver and Acknowledgement of Responsibility Form (Indoor / Outdoor Classes and Other Activities)

Name of
Student/Participant:
Print Name

Address:

Email Address:

Telephone:

I, the above named student/participant, confirm my understanding and acceptance of and my agreement to the following statements, by checking in the box adjacent to the applicable statement:

- I understand that training in Aikido or any other form of martial arts through Toronto Aikikai, including but not limited to participating in indoor and outdoor classes, is a non-essential activity that carries the risk of personal injury, illness, permanent disability, and/or death, including the risk of transmitting or contracting the novel coronavirus known as COVID19, in addition to other communicable diseases.
- I understand the risks associated with training in Aikido or any other form of martial arts through Toronto Aikikai and will take the precautions outlined below as required by Toronto Aikikai and agree to take any further precautions requested by Toronto Aikikai from time to time.
- I understand that contracting COVID19 may lead to illness, permanent or long term injuries, or death of myself and those who I live with or may otherwise come in contact with and that neither I, nor my estate, will hold Toronto Aikikai, its principals, directors, officers, instructors, volunteers, employees, agents, representatives, and students/participants liable should such a situation occur.
- I understand that violating the precautions outlined in this document and any further precautions provided by Toronto Aikikai is grounds for termination of my membership with Toronto Aikikai and / or my participation in indoor classes held by Toronto Aikikai.
- I agree to wear a mask at all times while attending indoor classes unless otherwise directed in writing by Toronto Aikikai.
- I understand my temperature will be taken upon arrival to class and should it be found to be 37.8 degrees Celsius or higher, I will be asked to leave the premises where the class will take place, and I will comply, and will not return until I am asymptomatic, and either have a negative COVID19 test or have isolated for a minimum of 14 days.

- I will participate in and follow the cleaning protocol set forth from time to time by Toronto Aikikai which shall be considered part of the class routine, including but not limited to, wiping down with provided disinfectant wipes, solutions, or sprays, all dojo mats and other surface areas in the class area, all practice weapons, all surface areas in the changerooms and washrooms, and generally all other surface areas within Toronto Aikikai premises and in the building stairway leading up to the Toronto Aikikai premises.
- I will maintain a minimum of 2 meters (6 feet) separation from other students and instructors at all times and refrain from bodily contact while in and around Toronto Aikikai premises and a 3 meters (9 feet) separation while on the mats in the actual class/practice area until further notice of precaution guidelines from the Province of Ontario, the City of Toronto, and/or Toronto Aikikai posted at the Toronto Aikikai premises.
- I will not come to class if I feel unwell or have any symptoms (or combination of symptoms) listed here: headache, fever, sore throat, fatigue, cough, congestion, loss of taste, nausea, or diarrhea. If I have any of those symptoms, I will have to be symptom free and self-quarantine for 14 days or test negative for Covid19/test positive for Covid19 Antibodies before being allowed to return to class.
- I will immediately notify Toronto Aikikai via telephone or email if I or anyone I have come into contact with have been given a positive diagnosis of COVID-19.
- I hereby acknowledge having read and understood the document entitled "Toronto Aikikai Covid-19 Safety Plan" and am aware of all Toronto Aikikai procedures and guidelines for indoor and outdoor practice during COVID-19 contained therein.
- I hereby acknowledge and agree to follow all policies, procedures, and guidelines referred to above as may be amended from time to time by Toronto Aikikai in regard to the health and safety of myself, the instructors, and other members of the Toronto Aikikai community. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, and anyone I may later come into contact with, may be exposed to or infected by COVID-19 by attending Toronto Aikikai classes (whether indoor or outdoor) and other martial art or social events outside the Toronto Aikikai dojo premises which may be organized by or are in any way related to Toronto Aikikai (hereinafter referred to as "Toronto Aikikai Activities"). I further hereby acknowledge and understand that training in Aikido or any other form of martial arts through Toronto Aikikai and participating in Toronto Aikikai Activities carries the risk of personal injury, illness, permanent disability, and/or death and in addition that being exposed to or infected by COVID-19 may result in personal injury, illness, permanent disability, and/or death. I also acknowledge and understand that the risk of becoming exposed to or infected by COVID-19 at Toronto Aikikai Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to Toronto Aikikai principals, directors, officers, instructors, volunteers, employees, agents, representatives, and students/participants, and their families.
- I voluntarily agree to assume all of the foregoing risks identified in this document and accept sole responsibility for any injury to myself and my family members and those I may come into contact with including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that may be experienced or incurred in connection with my participation in and/or attendance at Toronto Aikikai Activities. I hereby release, covenant not to sue, discharge, and hold harmless Toronto Aikikai, its principals, directors, officers, instructors, employees, agents, representatives, and students/participants, of and from any and all claims, howsoever described, including any and all liabilities, actions, damages, costs or expenses of any

kind arising out of or relating to my participation in and/or attendance at Toronto Aikikai Activities. I understand and agree that this release includes any such claims based on the actions, omissions, or negligence of Toronto Aikikai, its principals, directors, officers, instructors, volunteers, employees, agents, representatives, and students/participants, whether a COVID-19 infection occurs before, during, or after participation in and/or attendance at any Toronto Aikikai Activities .

I understand that Toronto Aikikai **does not** carry insurance that would cover the student/participant for participation in and/or attendance at Toronto Aikikai Activities.

I understand that should any of the previous clauses be found unenforceable, only such clause will be considered void, but will not render the rest as such, and the agreement remains in full effect minus the unenforceable clause.

ELECTRONIC SIGNATURE DECLARATION
[APPLICABLE IF SIGNING AND RETURNING BY ELECTRONIC MEANS]

Toronto Aikikai and its principals, directors, officers, instructors, volunteers, employees, agents, representatives, and students/participants (hereinafter jointly and severally referred to as the "Releasees") are hereby authorized to rely upon and accept as an original for all purposes, this Toronto Aikikai General and COVID 19 Waiver and Acknowledgement of Responsibility Form which has been signed electronically by the student/participant and/or by the parent/guardian of the student/participant, through the use of an electronic signature in accordance with Section 11 of the *Electronic Commerce Act, 2000*, S.O. 2000, C.17 by checking in the box adjacent to this statement and which is sent to Toronto Aikikai by electronic transmission (and dated as of the date of such transmission) which Toronto Aikikai and the Releasees in good faith believe to be binding on student/participant as if it were physically executed and delivered.

**COMPLETE BELOW IF SIGNING AND DATING IN PERSON
RATHER THAN ELECTRONICALLY**

Dated this day of 20 .

Signature of Student/Participant

FOR STUDENTS/PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF THE SIGNING OF THIS TORONTO AIKIKAI GENERAL AND COVID19 WAIVER AND ACKNOWLEDGEMENT OF RESPONSIBILITY FORM), THE STUDENT’S/PARTICIPANT’S PARENT/GUARDIAN SHALL CERTIFY THE FOLLOWING:

This is to certify that I, as parent/guardian, with legal responsibility for this student/participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation in Toronto Aikikai Activities and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases including Covid19. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself and child/ward do consent and agree to his/her release provided for above in favour of Toronto Aikikai and its principals, directors, officers, instructors, volunteers,

employees, agents, representatives, and students/participants (hereinafter jointly and severally referred to as the "Releasees") and myself and my child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in Toronto Aikikai Activities, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Dated this day of , 20 .

*Signature of Parent/Guardian
of Student/Participant*

Print Name