

Risk and Liability Waiver

For Individuals in their Province Seeking to Participate in Martial Arts Activities Offered by The Historical Combat Collective Society

READ THIS DOCUMENT CAREFULLY AS IT WILL AFFECT YOUR LEGAL RIGHTS

All participants must read and confirm understanding of this waiver before participating in Martial Arts Activities with The Historical Combat Collective Society (HCCS).

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me, the undersigned Participant (the "Participant") with and for the benefit of The Historical Combat Collective Society, its board members, officers, employees, volunteers, business operators, agents, site property owners or lessees, and special guests.

Please read each item below and initial to confirm your understanding of each item. Participants must agree to all of the terms set below in order to take part in Martial Arts Activities offered by HCCS.

____ 1. "Martial Arts Activities" includes but is not limited to contact and non-contact combat sport activities, tournaments, lessons, classes, training, workshops, use of facilities, programs, and services provided to the Participant by The Historical Combat Collective Society.

____ 2. I am aware that there are inherent and significant dangers, hazards and risks ("Risks") associated with participation in Martial Arts Activities. I am aware that the Risks include, but are not limited to: injury from physical contact with other students, instructors or equipment, performing a technique incorrectly, or potentially dangerous obstacles, such as conditions or weapons on the floor or vicinity of the Martial Arts Activities. I am aware that the Risks include the risk of exposure to the COVID-19 virus or other illnesses and the risk of contracting and spreading the virus or other illness and any related infections or complications. I understand that the Risks are relative to my state of fitness or health (physical, mental and emotional), and to the awareness, care and skill with which the student conducts themselves while participating in Martial Arts Activities.

____ 3. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Martial Arts Activities. I freely assume responsibility for my own safety. I agree that although The Historical Combat Collective Society has taken measures to reduce the Risks and increase the safety of the Martial Arts Activities, it is not possible to eliminate all possibility of Risk due to the nature of Martial Arts Activities. I accept these Risks and agree to the terms of this waiver even if The Historical Combat Collective Society is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Martial Arts Activities.

____ 4. I acknowledge my obligation to inform the nearest Member of The Historical Combat Collective Society if I feel any pain, discomfort, fatigue or any other symptoms I may suffer during or immediately after my participation in Martial Arts Activities. I understand that I may stop participating at any time, and have the right

to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training, makes me uncomfortable, or which I believe will be harmful to me.

____ 5. I acknowledge that my participation in any tournament as a member and representative of The Historical Combat Collective Society must be approved by The Historical Combat Collective Society Instructors. In addition to Instructor approval, if the tournament is held by an organization other than The Historical Combat Collective Society, I acknowledge that this tournament must be approved by The Historical Combat Collective Society Board Members. Approval from the Board and from Instructors will be given in writing. I further acknowledge that a The Historical Combat Collective Society Instructor can withdraw my participation in an ongoing tournament for any reason related to my safety or well-being.

____ 6. I acknowledge that the extent of my participation in The Historical Combat Collective Society activities may be dependent on my vaccination status for Covid-19 (SARS-CoV-2). A private discussion will be held with a The Historical Combat Collective Society Board Member to discuss my vaccination status and, if applicable, any factors that would prevent vaccination. Reasonable accommodation will be provided to those unable to receive vaccination. A record of the discussion between myself and The Historical Combat Collective Society Board Member will be generated. This record will contain a list of items/discussions deemed critical by The Historical Combat Collective Society and the name of The Historical Combat Collective Society Board Member who conducted the discussion. The content of that discussion will not be recorded.

____ 7. I understand that the Board and/or Facilitators may refuse to allow me to participate in a Martial Arts Activity for reasons of safety, mine or other's and that their decision is final. I also understand that the Board and/or Instructors can require me to wear or use protective equipment when participating in Martial Arts Activities.

____ 8. I have been provided with copies of the HCCS Code of Conduct and Policies or access to copies and agree to abide by and be bound by the provisions in them as amended from time to time. I understand that a failure to abide by the provisions in the Code of Conduct or Policies may result in my not being allowed to participate in Martial Arts Activities.

____ 9. In addition to consideration given to The Historical Combat Collective Society for my participation in Martial Arts Activities, I and my heirs, next of kin, executors, administrators and assigns (my "Legal Representatives") agree:

(a) to waive all claims that I or my Legal Representatives have or may have in the future against The Historical Combat Collective Society; and

(b) to release and forever discharge The Historical Combat Collective Society from all liability for all personal injury, death, property damage or loss resulting from my participation in Martial Arts Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of The Historical Combat Collective Society.

____ 10. I agree to be liable for and to hold harmless and indemnify The Historical Combat Collective Society from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor

and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Martial Arts Activities.

____ 11. I agree that this waiver and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the jurisdiction of the courts of the Province of British Columbia.

____ 12. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily.

____ 13. I understand that this waiver is binding on myself and my Legal Representatives as of the date signed and does not expire.

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE RISKS ASSOCIATED WITH PARTICIPATION IN MARTIAL ARTS ACTIVITIES AND AGREE TO THE TERMS SET FORTH BY THIS WAIVER.

Please Print Clearly

Student Name: _____

Student Address: _____

City: _____

Province: _____

Postal Code: _____

Student Signature: _____

Parent/Guardian Signature (If student is under 18): _____

HCCS Witness Name: _____

Signature: _____

Signed this ____ **day of** _____, **20**____