**Northern Hills Bujin Ki Ryu JuJitsu, LLC**

Belle Fourche, South Dakota

**RISK AGREEMENT**

In consideration of being allowed to participate in any way in the classes, events, and/or activities of Northern Hills Bujin Ki Ryu JuJitsu, LLC, dba Northern Hills Bujin Ki Ryu JuJitsu, I:

Student Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Birthdate:\_\_\_\_\_\_\_\_\_\_ Age : \_\_\_\_\_\_ Grade: \_\_\_\_\_\_

Parent Name(s) (if student is under 18): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (Home): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (Cell) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Work):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Emergency Contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereby state:

**AUTHORITY TO TREAT**

I, the undersigned, give the instructors, staff and responsible adults the power to authorize medical or other treatment of the person named above under “Student Name,” subject to the limitations listed below, if any. If I am not the person so named, I am the parent, guardian or adult responsible for the person named, and I have the legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian or adult responsible 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 giving my authorization, I assume responsibilities for all decisions made, provided they are reasonable decisions under the circumstances based upon 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 Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed Name Relationship (if other than self)**

**ADVISORY OF RIGHTS AND RESPONSIBILITIES**

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. In the event of an injury, students are encouraged to stop what they are doing and inform an instructor.

**(continued on Page 2)**

In the event of a serious injury or 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, he or she is expected to correct the situation if within his/her ability or notify an instructor or staff member immediately. If something is simple to correct, such as picking up a weapon left on the floor, the student should correct the situation.

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Initials Instructor Initials**

**ASSUMPTION OF RESPONSIBILITIES AND RISK**

Martial arts 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 students can expect 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 Instructor Initials**

**NOTICE & CONSENT OF PHYSICAL CONTACT**

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 and 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 or incidentally contacted while performing a martial arts technique targeting another portion of the body.

When male and female students train together, or when adult and minor students train together, 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 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 conduct of the training partner appears inappropriate, the student should inform an instructor privately. If the conduct of the training partner appears criminal, then an instructor should be informed and the authorities may be notified either by the student or the instructor, or both.

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 conduct of any party seems beyond the scope of training or makes me uncomfortable. I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact martial arts training allows.

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Initials Instructor Initials**

**(continued on Page 3)**

**DOJO RULES**

**Training, Health and Safety**

1. When practicing with your partner, the aim is not to fight him/her as an opponent, but simply to learn techniques through and with him or her.
2. Care should be taken to be aware of the ability and rank of any student you are working with.
3. Proper warm-up exercises will be executed before beginning techniques between students.
4. When your partner is locked in a position which distributes pain, he/she will slap two times on the mat, themselves or you to signify a release of the technique and pressure. If they are unable to slap due to hand/arm position, they may also say, “TAP, TAP or MATTE.”
5. Proper safety equipment (mouth piece, sparring gear etc.) must be worn by students when engaging in contact routines involving one or more students.
6. Safety cup and supporter must be worn AT ALL TIMES by male students.
7. Safety guard and chest protection for female students is at your discretion.
8. All Jewelry (watches, rings, earrings, bracelets, necklaces, etc.) must be removed before engaging in workout.
9. Students shall be considerate of others in regards to maintaining good hygiene, personal cleanliness and clean uniforms and by not coming to class when ill.
10. Safety (sport) glasses are recommended for students who require prescription or contact lenses.
11. Safety helmet guards are recommended for students with braces.
12. It is important that the student informs the sensei of any past physical injuries or mental injuries before working out in the dojo. Written statement of approval by your physician may be required before beginning training or returning to the dojo.
13. This martial arts class is a self-defense based system. It is forbidden to use the art in vain or for aggressive reasons at any time. If used in any means besides self-defense or competition purposes, the student will be immediately dismissed from class and the dojo and their relationship with the dojo will be terminated.

I have read the above Dojo rules and understand that failure to follow these rules could lead to injury. I further understand that following these rules is my responsibility. Should I fail to follow said rules, I understand that it can lead to my suspension from training.

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Initials Instructor Initials**

Northern Hills Bujin Ki Ryu Jujitsu is a Christian based school. During instruction, Christian principles may be discussed as they relate to the training and prayer is often said during training sessions.

I understand that this is a Christian based school and agree to the above statement. If at any time I feel that discussion of Christian principles or prayer offends me (or my child), I will immediately remove myself (or my child) from training and sever my relationship with the dojo. I will hold the dojo blameless from legal action for said religious statements or prayers.

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Initials Instructor Initials**

**INDEMNIFICATION BY PARENTS (Applicable only to Parents Enrolling 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

**(continued on Page 4)**

act, and then only the criminal shall be the subject of such a claim. 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 Instructor 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 the 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 Date

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

For Minor Students

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Parent Signature Date

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Witness Signature Date

PHOTO RELEASE FORM I grant permission to Northern Hills Bujin Ki Ryu JuJitsu, LLC and its agents or employees, to use photographs taken of me or my minor child/children in classes or events of Northern Hills Bujin Ki Ryu JuJitsu, LLC, for use in publications such as brochures, newsletters, and magazines, and to use the photographs on display boards, and to use such photographs in electronic versions of the same publications or on Northern Hills Bujin Ki Ryu JuJitsu, LLC, web sites or other electronic form or media, and to offer them for use or distribution in other non-company publications, electronic or otherwise, without notifying me. I hereby waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph. I hereby agree to release, defend, and hold harmless Northern Hills Bujin Ki Ryu JuJitsu, LLC, and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper or via electronic media, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution. I have read and understand the above:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant's Printed Name Signature Date

 (or parent or guardian if under 18)