



# **BASSAI KARATE ACADEMY**

**490 Quarterline SE, Newaygo, MI 49337 • Ph: 231-652-2556 Fax: 231-652-9019**

Dear Students and Parents,

There was a time before lawyers got involved in martial arts training when martial arts instructors only had to worry about teaching students. From time to time someone got hurt, but everyone accepted the slight risk of injury in return for effective martial arts training.

Then the lawyers came. Lawsuits were filed. Instructors went bankrupt. Schools closed.

To protect themselves from the lawyers, many martial arts schools and entire martial arts systems started to water down their training. While there were fewer accidents and few lawsuits, many students were not properly trained. Then students started paying the price on the street, when they were unable to defend themselves. Criminals won. Students lost. But we want to make certain that the criminals lose when they initiate assaults on our students.

We choose to take slightly greater risks in class to keep our students safe from robbers, muggers, rapists and other criminals. We feel it's better than coddling students in class only to have them unprepared to confront a real-life violent situation. This means that we still have an element of risk in our training, and we need to be protected from litigation.

We do our best to be safe without compromising the quality of our program. While most people understand this, there are a rare few that are inclined to blame anyone they can, and sue. It just takes one of those to shut down the whole program, so we must protect ourselves.

That's why we have to have all this paperwork.

With over 140,000 lawyers in the State of California alone, self-defense against them with paperwork is almost as important as self-defense against the criminal on the street.

We thank you for your understanding.

## **RISK AGREEMENT**

Student Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Parent Name(s) (if student is a minor): \_\_\_\_\_

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

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

Phone (H): \_\_\_\_\_ E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_ (W): \_\_\_\_\_

Name of Workplace: \_\_\_\_\_

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

## **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 of 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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Relationship (if other than self)

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.

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Initials

\_\_\_\_\_  
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 viewed as unsafe by the student, it is the student's responsibility to inform the instructor that the skill 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 a 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 an instructor. 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, which may include a student performing a skill incorrectly, a student not being careful about others, a defect in a piece of training equipment, a potentially dangerous obstacle or condition on the floor, or anything else that may cause or lead to harm of student, instructors, staff, visitors or guests, then the student is expected to correct the situation if within his 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. If the situation may require the authority of the instructor or staff, or if it is not a simple matter, then an instructor or staff member should be notified immediately.

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Initial

**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, through 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.

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**NOTICE AND CONSENT TO INSTRUCTORS**

This school seeks to make use of highly-trained, professional instructors, with both expertise and experience both in the art we teach and in teaching. 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 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 is teaching the class. I specifically consent to any instructor the school, instructors or staff feel are sufficiently qualified by any 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.

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**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 conduct of any party seems beyond the scope of training or makes me uncomfortable. I agree to abide by school etiquette in all matters pertaining to training, and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact martial arts training allows.

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**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 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.

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**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

\_\_\_\_\_  
Parent Signature Date

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\_\_\_\_\_  
Witness Signature Date

Thank You For Your Patience.

**BASSAI KARATE ACADEMY  
HEADQUARTERS OF  
KISSAKI-KAI MICHIGAN**