



## WAIVER AND RELEASE AGREEMENT

### INSTRUCTIONS:

All karate competitors must submit the following documents in order to be eligible to compete in any Karate Canada competition, and more specifically in the 2022 Senior National Team Trials:

1. Waiver and Release Agreement
2. A Medical Report comprised of 3 parts:
  - Part A - Medical History: to be completed by all competitors
  - Part B - Medical Examination\*: to be completed by a licensed physician **if you answered “yes” to any question in Part A**
  - Part C - Para Medical Form: to be completed by para-athletes and a physician

\* If the athlete submitted a Part B Medical Examination for the 2021 event and the information on it have not changed, the same form may be submitted.

All medical reports must be submitted to Karate Canada through the Provincial Sport Organization (PSO) by **February 4<sup>th</sup> 2022**. Karate Canada and/or the tournament doctor/medical staff will review the forms and contact the PSO/athlete if there are any issues with your form. The tournament doctor/medical staff will have the sole discretion to determine if a competitor is or is not medically fit to compete.

### ALL COMPETITORS MUST BE AWARE OF THE FOLLOWING:

1. Competitors will not wear bandages, padding or supports during Kumite matches unless approved by the referee in consultation with the Tournament Medical Director (TMD).
2. A competitor injured during a match and declared unfit to fight by the TMD will not be eligible to further compete in the competition.
3. All finger and toenails must be kept short.
4. Competitors will not wear metallic or other objects, which may injure an opponent.
5. Competitors are advised to see their regular physician following a competition for follow-up examination of any injuries suffered during the competition.  
Note: The full extent of some injuries may not manifest themselves until sometime following the injury, e.g. abdominal or head injuries.

### ACKNOWLEDGEMENT:

I UNDERSTAND AND AGREE that my signing of this document constitutes that:

1. I am registering willingly and participating voluntarily in a Karate Canada



competition and in the 2022 Senior National Team Trials.

2. I am physically, emotionally and mentally able to participate in a Karate Canada competition and in the 2022 Senior National Team Trials.
3. I have expressly disclosed all illnesses, injuries, ailments, symptoms and/or medical conditions of any kinds whatsoever suffered or sustained as requested in the Medical Report.
4. I agree to consult my regular doctor should such an examination be requested by the TMD.
5. I agree that there are risks as described in the Waiver and Release Agreement and will be exposed to these risks and hazards.
6. **I agree to accept all these risks and hazards** and be responsible for any injury or other loss which I might receive while participating in a Karate Canada competition and in the 2022 Senior National Team Trials.
7. By participating in Karate Canada's activities, I hereby consent to having any picture or video image taken of me during any activity in any edited material used for Karate Canada's promotional activities, Web site and souvenir videos. I also accept that Karate Canada use any photomontage and videotape in which I appear for television purposes.
8. I have read the Waiver and Release Agreement and understand its terms and conditions.

I have read and understood the terms and conditions of this agreement, and by signing it voluntarily, I am agreeing to abide by these terms.

DATED this  day of , 20

#### TOURNAMENT COMPETITOR

Printed Name of Competitor

Signature of Competitor

Printed Name Parent/Guardian if under 18

Signature of Parent/Guardian

#### BLACK BELT INSTRUCTOR

Printed Name of Black Belt Instructor

Signature of Black Belt Instructor



## WAIVER AND RELEASE AGREEMENT (CONT.)

### WARNING

**This is a binding legal agreement. Clarify any questions or concerns before signing.**

This Agreement must be signed by the Participant and/or the Participant's parent/guardian (if applicable, when the Participant is younger than the age of majority in their province/territory of residence) prior to participation.

The Participant acknowledges and agrees to the terms outlined in this document. When applicable, the Participant's parent/guardian acknowledges and agrees to the terms on behalf of the Participant and references in this document to the Participant agreeing to or acknowledging a risk or term is understood to be referring to the Participant's parent/guardian agreeing to or acknowledging the risk or term on behalf of the Participant

### DISCLAIMER

The Participant is voluntarily participating in the sport of karate and the spectating, orientation, instruction, activities, competitions, programs, and services (collectively the "**Activities**") of Karate Canada. The Activities may include but are not limited to including competitions, training, personal or strength training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs.

Karate Canada and its directors, officers, members, employees, coaches, volunteers, officials, participants, agents, owner's/operator's of facilities, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during or as a result of the Activities and/or, when the Participant is the age of majority or older, when caused by the negligence of the Organization.

### DESCRIPTION OF RISKS

The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life. These risks include:

- a) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and



fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof

- b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects or barriers that are a part of the premises; dangerous, unsafe, or irregular conditions on the floor or other surfaces; and travel to and from the premises
- c) Contact: contact with participants or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
- d) Advice: negligent advice regarding the Activities
- e) Ability: failing to act safely or within the Participant's own ability or within designated areas
- f) Sport: the sport of karate and its inherent risks, including but not limited to physical contact with other participants; striking participants and objects with parts of the body; tumbling falling or being thrown to the floor; and contact, colliding or being struck by other participants
- g) Conduct: the Participant's conduct and conduct of other persons including any physical altercation between participants
- h) Travel: travel to and from the Activities

## **COVID-19 RISKS AND PROTOCOL**

The COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19 or any other contagious disease.

The Organization may develop COVID-19 protocols to which all participants must adhere. The Participant has reviewed the COVID-19 protocols and, when applicable, responded to any COVID-19 questionnaire or compliance declaration provided to the Participant by the Organization. The Organization has the discretion to remove the Participant from the Activities if the Participant does not comply with the protocols.

### **FURTHERMORE, THE PARTICIPANT IS AWARE:**

- a) That injuries sustained can be severe;
- b) That the Participant may experience anxiety while challenging themselves during the competitions, activities, events and programs;
- c) That the Participant's risk of injury is reduced if the Participant follows all rules



established for participation; and

- d) That the Participant's risk of injury increases as the Participant becomes fatigued.

#### **REMOVAL FROM COMPETITION DUE TO INJURY**

**In order to ensure the health and safety of all participants, to the Participant will be removed from competition if:**

- a) The Participant sustains direct contact to the head resulting in a loss of consciousness;
- b) The Participant displays signs or symptoms relating to a head injury or concussion after contact to the head, contact to the body causing whiplash or a fall resulting in either whiplash and/or contact to the head;
- c) The Participant sustains an injury that requires medical imaging or intervention.

#### **RELEASE OF LIABILITY**

**In consideration of the Organization allowing the Participant to participate, the Participant agrees:**

- a) That the Participant is not relying on any oral or written statements made by the Organization or their agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities
- b) That when the Participant practices or trains in their own space, the Participant (or the Participant's parent/guardian, if applicable) is responsible for the Participant's surroundings and the location and equipment that is selected for the Participant
- c) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Participant (or the Participant's parent/guardian, if applicable) assumes all risks related to the Participant's mental and physical condition
- d) To comply with the rules and regulations for participation in the Activities
- e) To comply with the rules of the facility or equipment
- f) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and immediately bring their observations to a representative of the Organization
- g) The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way
- h) That it is the Participant's (or the Participant's parent/guardian, if applicable) sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant (or the Participant's parent/guardian, if applicable) acknowledges and accepts the suitability and conditions of the Activity
- i) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death
- j) That the Participant (or the Participant's parent/guardian, if applicable) is responsible for choosing the Participant's safety or protective equipment and the secure fitting of



that equipment

## **DISCLAIMER**

*When the Participant is the age of majority or older,* the Participant assumes all risks arising out of, associated with or related to, participation in the Activities and waives any and all claims that the Participant may have now or in the future against the Organization. The Participant, when the age of majority or older, accepts and fully assumes all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from participation in the Activities.

*When the Participant is the age of majority or older,* the Participant forever indemnifies and releases the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the “Claims”) which the Participant has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the Organization’s negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

*For all Participants.* The Organization is not responsible or liable for any damage to the Participant’s vehicle, property, or equipment that may occur as a result of the Activities. This Agreement is intended to be as broad and inclusive as is permitted by law of the province of Quebec and if any portion thereof is held invalid, the balance shall continue in full legal force and effect. The Participant (or the Participant’s parent/guardian, if applicable) agrees to file any lawsuit against the Organization in the province of Quebec and further agrees that the substantive law of the province of Quebec will apply with regard to conflict of law rules.

## **ACKNOWLEDGEMENT**

The Participant (and the Participant’s parent/guardian, if applicable) acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. They further acknowledge that by signing this Agreement they have waived their right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

*When the Participant is younger than the age of majority,* the undersigned acknowledges and agrees that they are a parent/guardian of the Participant and have full legal



responsibility for the decisions of the Participant.

DATED this  day of , 20

**TOURNAMENT PARTICIPANT**

Printed Name of Participant

Signature of Participant

Printed Name Parent/Guardian if under 18

Signature of Parent/Guardian



## PART A - MEDICAL HISTORY

To be completed by all competitors. Incomplete reports will not be accepted.

**Athlete:**

Name:

Date of birth:  Age:  Male  Female

Address:

Club Affiliation:

Rank:

**Emergency Contact:**

Name:

Number:

Medical Insurance Plan & Number (mandatory):

**Check yes if the problem/condition requires medical attention**

	Yes	No
1. Do you have any problems with Ears/Nose/Throat?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you have fainting spells, blackouts or epilepsy?	<input type="checkbox"/>	<input type="checkbox"/>
3. Do you have an active lung infection (including Tuberculosis)?	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you suffer from Asthma? Do you use a puffer?	<input type="checkbox"/>	<input type="checkbox"/>
5. Do you have kidney disease, infection or failure?	<input type="checkbox"/>	<input type="checkbox"/>
6. Do you have a loss of all or part of a limb?	<input type="checkbox"/>	<input type="checkbox"/>
7. Do you have decreased movement of a limb, joint or spine?	<input type="checkbox"/>	<input type="checkbox"/>
8. Do you have any muscle or joint disease?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you had any fractures or orthopedic surgery (last 6 months)? If yes, please expand in section indicated as "Other".	<input type="checkbox"/>	<input type="checkbox"/>
10. Do you suffer from diabetes? If yes, which type: _____	<input type="checkbox"/>	<input type="checkbox"/>
11. Do you have heart disease or high blood pressure?	<input type="checkbox"/>	<input type="checkbox"/>
12. Are you taking any banned medication and/or medication which could affect your performance? (Please list below) <b>Check the <a href="#">Medical section</a> of the Karate Canada's website for a list of the 2022 banned substances.</b>	<input type="checkbox"/>	<input type="checkbox"/>
13. Do you have any allergies or anaphylactic reaction, which could affect your performance?	<input type="checkbox"/>	<input type="checkbox"/>
14. Have you had a head injury (concussion) within the last 6 months? If yes, - what was the date you were officially cleared to return to play? Date: <input type="text"/> - are you still currently suffering from any symptoms? - are you back to training at a level before your concussion?	<input type="checkbox"/>	<input type="checkbox"/>
15. Do you have any disease or disability not mentioned above? If yes, please expand in section indicated as "Other".	<input type="checkbox"/>	<input type="checkbox"/>



MEDICATIONS; list if applicable:


OTHER (including fractures or orthopedic surgery and disease or disability not mentioned in previous list; if applicable):


- I confirm that the information contained on form B has not changed since the form was signed for the postponed September 2021 event.
- I am submitting new or updated information on form B.

I hereby declare that I have read the above information and that, to the best of my knowledge, this information is correct and complete.

DATED this  day of , 20\_\_.

**TOURNAMENT COMPETITOR**

Printed Name of Competitor

Signature of Competitor

Printed Name Parent/Guardian if under 18

Signature of Parent/Guardian



## PART B - MEDICAL EXAMINATION

To be completed by examining physician.

Name:

Measured weight:

Measured height:

	Normal	Abnormal	Details of positive findings
1. Eyes (lids, conjunctiva, cornea, pupils, fundi)	<input type="checkbox"/>	<input type="checkbox"/>	
2. Ears (auditory canals, tympanic membranes, patency of eustachian tubes)	<input type="checkbox"/>	<input type="checkbox"/>	
3. Nose, throat (airway, speech impediment, tonsils, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
4. Respiratory system (thorax, lung fields)	<input type="checkbox"/>	<input type="checkbox"/>	
5. Cardiovascular system (heart size, rhythm, sounds, murmurs: peripheral circulation and varicosities)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Gastro-intestinal system (abdominal scars enlarged organs or hernia, haemorrhoids)	<input type="checkbox"/>	<input type="checkbox"/>	
7. Genito-urinary system (varicocele, hydrocele, particularly with hernia)	<input type="checkbox"/>	<input type="checkbox"/>	
8. Locomotor system (amputations, deformities, restriction of movement of limbs or spine)	<input type="checkbox"/>	<input type="checkbox"/>	
9. Nervous system (tendon reflexes, tremors, gait)	<input type="checkbox"/>	<input type="checkbox"/>	
10. Lymphatic system and thyroid	<input type="checkbox"/>	<input type="checkbox"/>	
11. Skin (including evidence of allergy)	<input type="checkbox"/>	<input type="checkbox"/>	
12. Blood pressure readings	1 <sup>st</sup>	Additional	
	s.		
	d.		
13. Pulse			
14. Diabetes (if applicable) How is it managed?			

### VISUAL EXAMINATION

	A) Distant vision		B) Near vision	
Right eye		Corrected to		Corrected to
Left eye		Corrected to		Corrected to
Both eyes		Corrected to		Corrected to



**Examining physician's opinion:**

The above Karate student is fit  /unfit  to participate in training and competition which may or may not include competitive free sparring.

Printed Name of Physician

Signature of Physician

Date



## PART C - PARA MEDICAL FORM

To be completed by para-athletes and a physician.

### ATHLETE'S PERSONAL INFORMATION

Last name:  First name:   
Address:   
City:   
Province:   
Postal code:   
Home phone:  Cellphone:   
Gender: Male  Female   
Date of birth:  (mm-dd-yyyy) Age:

### Athlete's parent/guardian (if dependent)

Last name:  First name:   
Home phone:  Cellphone:   
Email:

### Emergency contact (if different then parent/guardian)

Last name:  First name:   
Home phone:  Cellphone:   
Relationship:

Signature of Competitor

Date

Signature of Parent/Guardian if under 18

Date

### DISABILITY INFORMATION (to be filled by a physician)

Disability code(s) according to the International Classification of Disease (ICD):

If pertinent, attach Government documentation of disability code.

Please provide a description of the athlete's disability in order to help categorize the athlete:


List any medical and service information that will assist the organizers of the tournament to make the environment safe for the athlete:




Name of physician:

Phone number:

Signature of Physician

Date