

Sports, Fitness & Karate Inc. DBA: Okaigan Dojo

Located in: The Market Place Shopping Center
19664 Stevens Creek Blvd Cupertino, CA 95014 TEL: 408-257-4116

**Karate - Self Defense – Camps – Private Lessons – Virtual Lessons
Application & Emergency Release Form**

PLEASE PRINT CLEARLY

<input type="checkbox"/> One (1) Class per week	<input type="checkbox"/> Junior Classes (age 4-6)
<input type="checkbox"/> Two (2) Classes per week	<input type="checkbox"/> Youth Classes (age 7-12)
<input type="checkbox"/> Three (3) Classes per week	<input type="checkbox"/> Teen Classes (age 13-17)
<input type="checkbox"/> Unlimited (4-6) Classes per week	<input type="checkbox"/> Adult Classes (age 18+)

HOW DID YOU HEAR ABOUT US? _____ REGISTRATION DATE _____

STUDENT LAST NAME _____ STUDENT FIRST NAME _____

STUDENT BIRTHDATE _____ CURRENT AGE _____ STUDENT PHONE # _____

HOME ADDRESS _____ CITY _____ ZIP _____

STUDENT EMAIL _____

FATHERS FIRST/LAST NAME _____ FATHERS EMAIL _____

FATHERS CELL # _____ FATHERS WORK # _____

MOTHERS FIRST/LAST NAME _____ MOTHERS EMAIL _____

MOTHERS CELL # _____ MOTHERS WORK # _____

FATHERS EMPLOYER NAME _____ MOTHERS EMPLOYER NAME _____

EMERGENCY NAME _____ RELATION _____ EMERGENCY # _____

INSURANCE NAME _____ GROUP NUMBER _____

PHYSICIAN'S NAME _____ PHONE NUMBER _____

DENTIST'S NAME _____ PHONE NUMBER _____

In consideration for the acceptance of my application for participation in or presence at the aforementioned activity, I hereby waive, release and discharge, The Sports, Fitness & Karate Inc dba: Okaigan Karate Dojo Owner and assistant instructor's, coaches, contractors and volunteer coaches/instructors, the landlord, The Market Place Shopping Center, the City of Cupertino, City Council, Boards and Commissions, and instructors thereof, all officers, agents, and employees from and against any and all liability for any loss, personal injury, including death, or property damage that may have arisen out of, or in any way connected with, my participation or presence at the aforementioned event, even though that liability may have arisen out of negligence or carelessness on the part of the persons or entities mentioned above and herein released, but do not release the above mentioned persons or entities from their fraudulent or intentional acts or for their negligent violations of statutory law.

By acknowledging and signing this letter, the student recognizes the risk involved and agrees to the following terms and conditions required by in conjunction with participating in our karate/self defense and or safety awareness classes.

During the training the student agrees to practice and train in the techniques being taught, and to only practice under the supervision of the instructor or instructor assistants.

The student, participant, or legal guardian thereof, hereby agrees to individually provide for the possible future medical expenses which may be incurred as a result of any injury sustained while participating in any class, during training or performing for Okaigan Karate Dojo Owner and assistant instructor's, coaches, contractors and volunteer coaches/instructors, or the facility cite at the "main dojo" 19664 Stevens Creek Blvd. Cupertino, CA 95014, or the temporary location at 19622 Stevens Creek Blvd. Suite 200/210 Cupertino, CA 95014 or via Zoom/ Virtual classes.

Force Majeure. In no event shall The Sports, Fitness & Karate Inc dba: Okaigan Karate Dojo be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, insurrection, war, riots or failure of communication or power; it being understood that The Sports, Fitness & Karate Inc dba: Okaigan Karate Dojo shall use reasonable efforts to resume performance of its obligations as soon as practicable under the circumstances.

Further, I agree to allow the use of my photograph and/or that of the above named minor for public publicity.

_____ Date

Signature of participant or (parent) or
Legal guardian (if under 18 years old)

_____ Print Name

Assumption of the Risk and Waiver of Liability
RELEASE OF LIABILITY FOR MINOR PARTICIPANTS

(Waiver/Release for communicable diseases, including Coronavirus/COVID-19)

Must be completed before attending any in person or on location classes

at Sports, Fitness & Karate Inc, dba "Okaigan Dojo"

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of "Sports, Fitness & Karate Inc, dba Okaigan Karate Dojo" athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless "Sports, Fitness & Karate Inc, dba Okaigan Karate Dojo" their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), with respect to any and all illness, disability, death, or loss or damage to person or property, whether arising from the negligence of releases or otherwise, to the fullest extent permitted by law.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign freely and voluntarily without any inducement.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and 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 these activities as provided above, even if arising from their negligence to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____

Assumption of the Risk and Waiver of Liability

ADULT AMATEUR ATHLETIC

(Waiver/Release for communicable diseases, including Coronavirus/COVID-19)

Must be completed before attending any in person or on location classes

at Sports, Fitness & Karate Inc, dba "Okaigan Dojo"

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in "Sports, Fitness & Karate Inc, dba Okaigan Karate Dojo" athletic sports program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless "Sports, Fitness & Karate Inc, dba Okaigan Karate Dojo" their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), with respect to any and all injury, illness, disability, death, or loss or damage to person or property, whether arising from the negligence of the releases or otherwise to the fullest extent permitted by law.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign freely and voluntarily without any inducement.

Participant Name: _____

Participant Signature: _____

Date Signed: _____

General Medical Questionnaire

Have you ever had any of the following? (circle any that apply)

Asthma	Asthma	ADD
Broken Bones	Lung Problems	ADHD
Arthritis	Seizures	Autism
Heart Failure	Vision problems	Asbergers Autism
Chest Injuries or surgeries	Diabetes	Learning disabilities
Heart Arrhythmia (heartbeat irregular)	Wear hearing aid	Rashes or skin allergies

Comments and/or Explanations to the above circled items

Accidents/Injuries (i.e., broken bones/fractures, sprains, strains, including cartilage & ligament injuries). Describe and Date:

1.

2.

3.

BASIC FIRST AID (IE:, bandaids, ice packs)

I hereby grant to Okaigan instructors, assistants, volunteer coaches/assistant's to administer basic first aid as deemed appropriate. Yes _____ No _____

I would like Okaigan instructors, assistants, volunteer coaches/assistant's to try to contact me each time minor first aid is administered: Yes _____ No _____

Consent is hereby given to the Okaigan instructors, assistants, volunteer coaches/assistant's to give or seek medical aid as required in case of an emergency. Yes _____ No _____

Signature Parent/Guardian Only

Date

ACCIDENT-ACUTE ILLNESS - TRANSPORTATION

I hereby grant permission to Okaigan Instructors and/or assistants to arrange transportation for my child in case of accident or acute illness to arrange for medical, dental and or surgical care at

Write in name of hospital

or the closest hospital in case of emergency. I understand that an effort will be made to notify me before such action is taken and that the uninsured expense for this service will be assumed by the student or parent/guardian if student is under the age of eighteen.

ADDITIONAL INFORMATION

Uniforms

We require all students to be in a karate uniform (Gi), new students will need to purchase a gi, we ask that you purchase the uniform with us so that you have the correct style karate gi and size. Uniforms are plain, white without any markings.

Sparring Equipment

All students will need to purchase gloves, shin-insteps, mouthguard /case, chest guard, helmet with face shield (check with receptionist for current pricing).

Testing

Belt promotions are optional but available for an additional fee (check with receptionist for current pricing). Students that only attend 1x per week will take a minimum of, double the amount of time, than someone who is coming 2-3x per week. (_____) initial.

Is there a vacation notice?

Yes, we require a 30 day notice of any vacation. (_____) initial. There are no proration of funds if you miss less than 30 days.

Is there a quit notice?

No, we do not require a 30 day notice of quit, but it would be nice to let us know. When you register at Okaigan you are paying for 1st month and last month dues. (_____) initial

What happens if classes “physically stop” at the dojo?

If the “in-person” classes must stop due to Covid-19, a pandemic, a ruling by the city, state or government, etc then classes will resume via Virtual Classes, ie: zoom. There will be no refunds, proration, “pauses” or cancellations of memberships offered..

(_____) initial

What if we register for a 2, 3, 6 month membership and we want to stop lessons?

Because space is limited, students are registering for a particular time and day, thus taking a spot from another customer.

Even if your reason for quitting may include, but is not limited to: sickness, medical, school, leaving the dojo for any reason ie: trying a new activity, moving etc., there are no refunds or proration of dues of any kind. (_____) initial

Dojo Calendar

A dojo year calendar will be provided to you upon registration. On occasion we will not have classes on some days, due to Holidays, there are no “make ups” for these days. (_____) initial

Google Attendance Sheets

Will be emailed to you the last week of the month It is mandatory that if you wish to come to the dojo, you must fill out the google sheet. If you do not fill out the google sheets, 3x in any given month, we reserve the right not to allow your child to train and you will be called to pick your child. Attendance is crucial for us to know how many students are in the dojo, what lessons plans for each class, and to keep track of classes if you wish to test. If you sign up and then choose not to attend, then please just erase your name prior to class. (_____) initial

Dropping off and picking up your child.

Please do not drop off your child(ren) more than 5 min early for class. Please be courteous to the instructors and students and do not drop off your child(ren) late (5 min after class starting) It is the parents responsibility to pick up your child(ren) (upstairs) prior to your class ending. We do have classes that are back to back, so it is crucial you be on time (upstairs) to pick your child. Junior classes are only 30 min in length, though we do not have space for in person sitting, parents should be close to dojo to be sure to pick up child(ren) on time. (_____) initial

Virtual Classes

If the dojo has to physically close, due to Covid-19, a pandemic, a ruling by the city, state or government then classes will resume via Virtual Classes, ie: zoom. We will do our best to offer as many classes as we can to “mimic” the current dojo schedule, at the approximate times. (_____) initial

Force Majeure

In no event shall, The Sports, Fitness & Karate Inc dba: Okaigan Karate Dojo be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, insurrection, war, riots or failure of communication or power; it being understood that The Sports, Fitness & Karate Inc dba: Okaigan Karate Dojo shall use reasonable efforts to resume performance of its obligations as soon as practicable under the circumstances. In case of Force Majeure, classes will continue, virtually, and there will be no refunds, “pauses” or proration of karate dues. (_____) initial

Class Protocols and Procedures

Prior to arriving to the dojo

- You will need to sign an emergency release form/registration packet which includes, a health questionnaire as well as information regarding, testing, sparring equipment, uniforms, and tuition.
- You will need to register for classes (in the dojo). No one will be permitted in the dojo if they just show up without registering for a class.
- We will be taking roll each day, we use a “google sheet” to do so.

When you arrive at the dojo

- You will need to follow all instructions given by the receptionist and/or instructors.
- Students should arrive no earlier than 5 minutes prior to class and parents/drivers should pick up students no later than 5 minutes after class. Please be courteous and don't be late.

What you should or should not bring to the dojo?

- Please wear shoes you can slip on and off. You will not be admitted if you are not wearing shoes.
- Please bring a filled water bottle with you if you require a drink, marked clearly with your first and last name. There will be no water fountain available nor drinks or snacks for purchase.
- Please use the restroom before you arrive to the dojo and come ready for class. We understand there are some emergencies but we want to make it safe for everyone and the constant cleaning takes us away from being able to offer attention to the class on the floor and the class on zoom.
- Wear your uniform to class.

During class time

- No spectators (parents, siblings, grandparents, nannys, drivers, significant others etc) will be allowed in the dojo during classes.

UNIFORMS

All students will be required to wear a traditional white karate uniform to class every day.

Students uniforms are available for purchase at the Okaigan Karate Dojo. Please check with secretary for current pricing.

Please be sure to wear a clean uniform to class.

-Ladies/Girls may wear a white t-shirt, white tank top, or white jog top under their uniform top.

-Men/Boys do not wear shirts under their gi top, but a white tank top is acceptable.

**Prior to testing for the rank of Green Belt, students will be required to purchase a Medium Weight Karate (gi) Uniform.

SPARRING

Karate is a contact sport and sparring and related exercises are part of karate and/or self-defense classes. Though we have guidelines for sparring, based on the USA National Karate do Federation rule book, this is still a contact sport and students can get hit even if they block correctly, and blocking itself might hurt a lot.

The required equipment for this activity includes the following:

- Sparring gloves (red or blue)
 - Shin-insteps (white)
 - Mouth-guard & case
 - Helmet with face-mask
 - Groin protector for men and boys.
 - Chest protectors
 - All equipment must be of an approved type, by the Okaigan Karate Dojo and can be purchased at Okaigan.
- WE DO NOT HAVE ANY EQUIPMENT TO BORROW, EACH STUDENT MUST OWN THEIR OWN EQUIPMENT AND BRING TO CLASS DAILY.**

BELT PROMOTION AND TESTING

- Testing is optional, but available for an additional fee.
- Please check with the Secretary for current belt testing fees.

I have read the following document: Class Protocols and Procedures; I fully understand its content and terms.

- Participant Name: _____ Date Signed: _____
- Participant Signature: _____ (parent if under 18)