



**CHŪSHIN AIKIDO, MERRIMACK, NEW HAMPSHIRE**  
**Release and Waiver of Physical Liability and Indemnity Agreement**  
(Read Carefully Before Signing)



In consideration of being permitted to participate in any way in the programs of Chūshin Aikido indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), adult participants and the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below martial arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge that:
  - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
  - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
  - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Chūshin Aikido, Tomiki Aikido of the Americas, the Training Station, the owners of the facility used by the participant, as well as managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee" ...From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next to kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parents(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Student/Participant Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_  
(if minor)

Address of Participant \_\_\_\_\_

Registered by: \_\_\_\_\_

Date: \_\_\_\_\_



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### Precautionary Coronavirus Liability Release Form

*Due to the outbreak of the novel Coronavirus, COVID-19,  
extra precautions are necessary for everyone's health and well-being. Please complete the following and sign below.*



By participating in martial arts programs associated with Chūshin Aikido, I understand I am engaging in practices that involve physical contact with other participants.

I therefore confirm the following:

1. I understand the importance of avoiding extraneous contact within social distance. I am aware that this martial arts involved engagement with others inside of this social distance.
2. I agree to take necessary hygiene measures (hand washing, wearing of surgical masks, self-check for COVID symptoms) before engaging in the practice of martial arts.
3. I understand that I should not participate if I, or any member of my household, currently has or has experience in the last ten (10) days any of the COVID-19 symptoms listed by the CDC.
4. I agree to notify the leadership of Chūshin Aikido if I test positive for the SARS-Cov2 virus within seven (7) days of participating in training.
5. I agree to notify the leadership of Chūshin Aikido if I discover I was unknowingly exposed to someone who tested positive for COVID-19 within seven (7) days before training.

I understand that Erik DiVietro, Tomiki Aikido of the Americas, Chūshin Aikido, the Training Station, the owner/operators of any facility in which we practice, or any other party (the "Releasees"), including my fellow aikido practitioners, cannot be held liable for any exposure to the virus or any other contagion caused by misinformation on this form or otherwise.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Student/Participant Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_  
(if minor)

Address of Participant \_\_\_\_\_

Registered by: \_\_\_\_\_

Date: \_\_\_\_\_