

Alpha Martial Arts Return-to-Dojo Guidelines, Waiver and Release

The undersigned student (“**Athlete**”) and his/her parent(s) and/or guardian(s) (“**Parents**”) agree as follows:

As members of Alpha Martial Arts (“**AMA**”), Athletes are voluntarily attending and/or participating in in-person, onsite trainings (indoors or outdoors), events and other martial arts related activities (“**AMA Events**,” singular and plural). Parents are voluntarily allowing their Athlete to attend and/or participate in in-person, onsite trainings (indoors or outdoors), events and other martial arts related activities (“**AMA Events**,” singular and plural).

In consideration for and as a condition to participation in any AMA Event, the Athlete and Parents provide this Waiver and Release for the benefit of AMA and its owners, directors, officers, instructors, employees, volunteers, other martial arts students and sponsors, as well as all owners and lessors of all premises upon which AMA Events take place (the “**Released Parties**”). To that end, the Athlete and Parents agree to the terms and conditions set forth below:

1. Representations.

- (a) Parents are voluntarily allowing the Athlete to participate in AMA Events despite the potential dangers and inherent risks associated with the novel coronavirus, also known as COVID-19. Athlete and Parents agree to comply with all AMA policies regarding COVID-19, including all social distancing rules and preventive measures set forth in Exhibit A hereto (“AMA Return-to-Dojo Guidelines”), Exhibit B hereto (“AMA COVID-19 Checklist”), and any future health or safety measures communicated by AMA.
- (b) Athlete and Parents have read, understood and agree to comply with any and all AMA rules and policies, and with instructions provided by AMA personnel at AMA Events.

2. Assumption of Risk / Waiver of Liability.

- (a) Athlete and Parents agree and acknowledge:
 - (i) Participation in AMA Events involves inherent danger and risk of infection and injury, including the risk of PHYSICAL INJURY AND/OR DEATH.
 - (ii) AMA cannot control the actions of the Athlete or any other person at an AMA Event and, therefore, the Athlete’s health and safety cannot be guaranteed.
 - (iii) Despite all precautions that the Athlete, other martial arts students, and/or the Released Parties may take, the Athlete may still be exposed to communicable diseases such as COVID-19.
 - (iv) The Athlete’s attendance at an AMA Event increases the likelihood of exposure to and contraction of COVID-19, and, Athlete and Parents accordingly assume the related risk that infection may develop.
- (b) Understanding and acknowledging the above risks and dangers, Athletes and Parents freely and voluntarily choose to participate or allow participation in AMA Events, and further assume full responsibility for all such risks and dangers.

(c) Athlete and Parents knowingly assume all risks of infection, injury, disability or death that may occur as a result of or incident to Athlete’s participation in any AMA Event. This includes exposure to communicable diseases such as COVID-19. This also includes the risk that Athlete may be injured by the actions, omissions, representations or negligence of the Released Parties, other martial arts students or third parties while participating in or traveling to/from any AMA Event.

(d) ATHLETE AND PARENTS HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE ANY AND ALL CLAIMS OR CAUSES OF ACTION, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY INFECTION, BODILY INJURY, DISABILITY, ILLNESS, DISEASE, ACCIDENT, DEATH, FINANCIAL LOSS, AND ANY OTHER HARM OR LOSS OF WHATEVER NATURE THAT MAY BE DIRECTLY OR INDIRECTLY RELATED TO OR ARISING FROM PARTICIPATION IN ANY AMA EVENT. THIS RELEASE INCLUDES ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH EXPOSURE TO COMMUNICABLE DISEASES SUCH AS COVID-19.

3. Agreement to Not Bring Suit. Athlete and Parents hereby agree not to assert any claim or cause of action against, sue, seek compensation from, or attach the property or assets of the Released Parties for any loss or damage arising or resulting from Athlete’s attendance at, participation in or travel to/from any AMA Event.

4. Washington Law, Jurisdiction. This Waiver and Release shall be governed by and construed in accordance with the laws of the State of Washington. Any disputes will be resolved in the state or federal courts in King County, Washington.

5. Severability. If a court deems any part of this Waiver and Release invalid or unenforceable, the balance of provisions remain valid and enforceable.

ATHLETE AND PARENTS HAVE HAD THE OPPORTUNITY TO CAREFULLY READ THIS ENTIRE WAIVER AND RELEASE, AND TO CONSULT WITH INDEPENDENT COUNSEL PRIOR TO SIGNING.

Athlete Name: _____

Signature: _____ Date: _____

Parent/Guardian Name: _____

Signature: _____ Date: _____

Parent/Guardian Name: _____

Signature: _____ Date: _____

Exhibit A

AMA Return-to-Dojo Guidelines

1. **Non-Contact and Social Distancing.** Instructors and martial arts students will execute small group trainings, described below, without physical contact of any kind during all activities. All instructors and martial arts students will maintain a minimum of 6 feet distance from each other at all times. No high-fives, fist bumps, handshakes, or physical contact of any kind are permitted.
2. **No Symptoms.** AMA instructors and martial arts students will have their temperature taken prior to entry onto AMA premises. AMA instructors and martial arts students with any of the following signs or symptoms must NOT attend any AMA Event: fever (>100.0 degrees), cough, shortness of breath/difficulty breathing, chills, body/muscle aches, vomiting, diarrhea, sore throat, new headache, loss of taste or smell, or unusual rash. Instructors and martial arts students with a family/household member sick at home with suspected or confirmed COVID-19, or waiting for a test result, should NOT attend an AMA Event of any kind. If any instructor or martial arts student observes any of the foregoing signs and symptoms while in attendance at any AMA Event, such instructor or martial arts student shall immediately remove himself/herself from participation/presence, as well as alert the nearest AMA instructor immediately of the occurrence in a socially distanced, non-contact manner.
3. **Masks and Facial Coverings.** AMA instructors and martial arts students must wear a cloth mask or some other facial covering that will reasonably intercept the transmission of aspirates at AMA Events. A face shield does not satisfy this requirement because it does not include fabric or some other component that physically captures aspirates emitted from a martial arts student's mouth and nose, and because it does not prevent a martial arts student from inhaling or otherwise receiving aspirates from others present at AMA Events. Use of a face mask is mandatory at all AMA Events.
4. **Hygiene and Hand Sanitizer.** All instructors and martial arts students must have hand sanitizer in their personal items upon arrival at an AMA dojo or other physical setting where an AMA Event is held. Instructors and martial arts students must use hand sanitizer before attendance at and/or participation in an AMA Event, and must avoid touching their face during all such events.
5. **Small Groups.** AMA will train and otherwise congregate in small groups consistent with Washington's Phased Approach Reopening Plan and local, King County and City of Seattle, guidelines. Instructors will be centralized to the small groups and maintain social distancing as described above.
6. **No Shared Equipment.** Sharing of water bottles and other personal items is not permitted. Martial arts students will not share dojo equipment or martial arts training devices of any kind. If any such item enters the 6-foot area surrounding a martial arts student, she or he will kick the item back to its original space. Martial arts students will not touch dojo equipment under any circumstances unless given specific permission from an instructor.
7. **No Lines, No Huddles.** Training and all other AMA Events will be appropriately spaced as described herein, with technical demonstrations, in-person instruction and all related activities executed from a minimum of a 6-foot distance. There shall be no waiting lines at AMA Events.
8. **10 Minutes between Sessions.** AMA will observe a 10-minute break between training sessions to transition groups in and out of our dojo or other physical context. Where possible, small groups will approach (enter and exit) the dojo from separate directions, and martial arts students will remain in their car and away from the dojo until the 10-minute break after the prior session has concluded. Prior to arrival at the dojo, instructors and small groups will receive specific instructions via email which will identify their designated training area of the dojo. Carpooling is discouraged. For those who choose to carpool, AMA encourages those martial arts students to maintain the 6-foot distancing standard if at all possible.
9. **No Gathering, No Delay.** Martial arts students should avoid social gatherings before and after AMA Events to maintain appropriate social distancing of 6 feet and to facilitate rapid turnaround between sessions. Bags of every type which contain personal items should be placed 6 feet apart.
10. **No Spectators in Dojo.** Only instructors, AMA employees and martial arts students are allowed inside AMA dojos unless given specific permission from an instructor or employee. Martial arts students' parents, other relatives and/or friends should not gather or socialize outside any dojo door and are encouraged to remain in their cars if remaining near a dojo or other site of an AMA Event. If such parents, other relatives and/or friends feel it necessary to wait near a dojo entrance or exit for pick-up or drop-off, they should wear a facial covering as described above as well as maintain at least a 6-foot distance from others.

Exhibit B
AMA COVID-19 Checklist

The COVID-19 pandemic has presented unique challenges to our community and to public health. Based on regulations from public health officials on behalf of the State of Washington, King County, and the City of Seattle, youth and adult sports may resume training and other in-person participation, as at AMA Events, if attendees are divided into small groups with sufficient space and buffer zones between groups, as described in Exhibit A hereto. All definitions in the accompanying Waiver and Release apply throughout this Exhibit B.

The purpose of this Checklist is to assure that all martial arts athletes, their families and instructors understand key safety measures before returning to any and all AMA Events. AMA requests that this form be reviewed, signed and returned by every Parent/guardian, Athlete, martial arts student and instructor.

As health and safety are AMA’s priority, it is critical that Athletes, martial arts students, their families and instructors follow the guidelines set forth in Exhibit A and in the Checklist below. **Please return an initialed and signed Checklist (pages 4 and 5 herein) to AMA prior to your first in-person attendance at any AMA Event.**

Please Initial	
	I have reviewed AMA’s Return-to-Dojo Guidelines (<u>Exhibit A</u>) for myself and/or with my Athlete. If the undersigned is an instructor, an initial at left confirms that he or she has reviewed all Guidelines in <u>Exhibit A</u> .
	I understand that myself, my Athlete, other martial arts students and instructors must NOT attend any AMA Event if they or a household member are sick or have any signs or symptoms of possible COVID-19 illness.
	I understand that I should check with myself and/or my Athlete whether they are sick or have any symptoms of possible COVID-19 before leaving for an AMA Event. Instructors need not initial this item.
	I understand that, if I, my Athlete or any household member is sick or diagnosed with COVID-19, I must notify AMA as soon as possible. If the undersigned is an instructor, an initial at left confirms he or she understands the requirement to notify AMA as soon as possible if ever he, she or any household member becomes sick or diagnosed with COVID-19.
	I understand that in-person attendance at AMA Events is optional, and that I or my Athlete’s training attendance requirement may be satisfied by participation in sessions via Zoom. For any AMA Event that requires in-person attendance, such as a belt test, I understand that I or my Athlete may put off testing until I/they feel comfortable attending an in-person Event. Instructors need not initial this item.
	I understand that if I or my Athlete is diagnosed with COVID-19, appropriate contact tracing, testing, and quarantine of potentially exposed AMA members will be recommended. If the undersigned is an instructor, he or she understands that this same requirement applies to him or her. All expenses relating to contact tracing, testing and quarantine shall be paid by the Athlete / Athlete’s family or instructor, as appropriate, not by AMA.
	I understand that I or my Athlete, all other martial arts students and instructors are required to wear masks/facial coverings as described in <u>Exhibit A</u> and to practice social distancing, but that only instructors and other AMA personnel shall touch, handle and sanitize AMA equipment unless given specific permission from an instructor.
	I understand that, while most persons with COVID-19 have mild illness or no symptoms, if I or my Athlete has underlying health conditions, I/they should speak with a medical provider about a return to AMA Events and any related precautions and/or practices. If the undersigned is an instructor, he or she understands that this same standard applies to him or her.
	I understand that despite all infection control measures and the above Return-to-Dojo Guidelines, there remains a risk of new COVID-19 infections within and outside AMA Events and premises.
	I understand that participation in in-dojo events is optional and that there is no penalty for not participating.

AMA COVID-19 Checklist (Exhibit B) Acknowledged and Agreed by:

Athlete or Instructor Name: _____

Signature: _____ Date: _____

Parent/Guardian Name (if Athlete or Instructor is a Minor): _____

Signature: _____ Date: _____

Parent/Guardian Name (if Athlete or Instructor is a Minor): _____

Signature: _____ Date: _____