

# SHUDOKAN SCHOOL OF KARATE



## Enrollment Form

Participant's Name: \_\_\_\_\_

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

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

Birth Date: \_\_\_\_\_ Age: \_\_\_\_\_ E-mail: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work / Cell / Emergency Phone: \_\_\_\_\_

List a brief history of your martial arts background. (i.e. styles and time trained)

Learning Objectives (please circle):

Self-defense      Physical Fitness      Confidence      Stress Relief

Coordination      Discipline      Weight Control      Self-esteem

Other: \_\_\_\_\_

How did you hear about Shudokan School of Karate, LLC ?

Brochure      Television      Flyer      Newspaper      Sign

Phonebook      Demonstration      Radio      Referred by: \_\_\_\_\_

Do you have any health concerns in any of the following ?

Heart      Epilepsy      Diabetes      Orthopedic      Back

Other: \_\_\_\_\_

## RISK AGREEMENT

I, the undersigned, give instructors, staff and responsible adults the power to authorize medical or other treatment of the person named above under "Participant's Name", subject to the limitations below, if any. If I am not the person so named, I am the parent or legal guardian or responsible adult 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 responsible adult 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 to Treatment:

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Information of Medical Significance:

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By giving my authorization, I assume responsibilities for all decisions made, provided they are reasonable 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.

I understand that the instructors and staff, whether paid or volunteer, 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.

### 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 unsafe for the student, it is the student's responsibility to inform the instructor that the skill may be unsafe for them. The instructor will routinely excuse the student from unsafe exercises and drills.

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 interference and avoid being accidentally struck by someone else practicing. In an 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 then 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 or anything else that may cause or lead to harm of students, 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.

### ASSUMPTION OF RESPONSIBILITIES AND RISK

The martial arts are 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. Students can expect to encounter these injuries infrequently. The possibility of more serious injuries exists, including fractured or broken bones, torn ligaments, though not all students encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling injuries or death, though 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 student. 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, nor 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, guest, landlords, management companies and any and all other parties of liability for my harm, unless intentionally caused in criminal conduct.

## NOTICE OF NON-CERTIFICATION FOR INSTRUCTION

The classes taught at Shudokan School of Karate, LLC are not designed to teach, certify or license participants to instruct martial arts classes or techniques. Due to safety and licensing concerns, the participant agrees not to teach and or instruct any person without signed consent of Reed Secunda.

## 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. The head instructor of any other qualified instructor may teach classes. 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 in the school. I understand that I have the responsibility for my own safety regardless of who is teaching the class. I specifically consent to any instructor the school, instructors or staff feel are sufficiently qualified by and stands they set to teach the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

## NOTICE OF PHYSICAL CONTACT

Complete martial art training involves a wide variety of skills. While practicing these skills, students may have contact with any portion of the body. The groin may be the target of kicks and strikes. The chest, buttocks, groin, or any part of the body may be contacted by any part of the training partner's body during training by martial arts techniques, or incidentally contacted while performing a martial arts technique targeting another portion of the body.

When male and female students train together, or when adult and minor students train together, and in any other training combination, the purpose and intent of the school, instructors and staff is to provide an environment for all students to learn and practice martial arts. Students are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should any student feel a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and acceptable advantage of training contact, or if a student is made uncomfortable by any training exercise or partner, than that student has the right to withdraw from the exercise or drill. If the conduct of the training partner appears inappropriate, the student should inform the instructor privately. If the conduct of the training partner or any training partner appears criminal, then an instructor should be informed and the authorities may be notified either by the student or the instructor, or both.

## 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.

## INDEMNIFICATION BY PARENTS APPLICABLE ONLY TO PARENTS ENROLLING A 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, guest, 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.

## USE OF IMAGE

The participant agrees that Shudokan School of Karate, LLC may use his/her image for marketing or publication. Photographs or other images procured by Shudokan School of Karate, LLC are the property of the school.

ARBITRATION CLAUSE

Should any dispute arise between me, my child, or anyone acting on the 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.

FINANCIAL AGREEMENT

**Shudokan School of Karate, LLC agrees to provide the Participant with lessons in martial arts instruction on a schedule basis established by Shudokan School of Karate, LLC, each lesson to be approximately one hour in duration.**

**Lessons scheduled may be modified at the discretion of Shudokan School of Karate, LLC from time to time for holidays, tournaments, seminars and other activities. Shudokan School of Karate, LLC shall give prior notice of such modifications by general announcements. Participant recognizes that regular class attendance is important for student progress and understands that the participant is obligated to make payments whether or not participant attends class.**

**Participant has an option to cancel this agreement within 72 hours and obtain a full refund less any down payment, registration fee and equipment.**

**A charge of \$25.00 will be assessed the participant for any late payment after the 8<sup>th</sup> of the month.**

**Start Date: \_\_\_\_\_ Total Owed: \_\_\_\_\_ Payment Program: \_\_\_\_\_ See Attached: \_\_\_\_\_**

**This agreement is non-transferable without express written consent of Shudokan School of Karate, LLC.**

**I understand this document and agree to abide by its terms.**

**Participants Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**For Minor Students  
Parents Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

SHUDOKAN SCHOOL OF KARATE L.L.C.  
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