

**Seattle Kendo Kai — Membership Application and Agreement
(including a release of claims and indemnification obligation)**

Name: _____ (Applicant)
Last First Middle

Address: _____
Street Address City State Zip Code

Telephone Number (_____) _____ Email: _____
Home/Cell Phone Number

Birth date: _____ Gender: _____ Student: __Yes__ No 17 or under __Yes__ No

AUSKF No. _____ Iaido Rank: _____ Date Received: _____

Kendo Rank: _____ Date Received: _____ Previous Dojo: _____

Emergency Contact: _____ Home phone: _____ Cell Phone: _____

I (the Applicant and any parents or legal guardians signing below) submit this Membership Application and Agreement (**Agreement**) to Seattle Kendo Kai (**SKK**), a Washington nonprofit corporation. The above information is true and correct. I agree to the following:

1. **SKK Authority to Determine Membership; Membership Application and Agreement.** The SKK Board of Directors has sole discretion to determine Applicant's standing as a member.

2. **Payment of Dues and other Expenses; Reimbursement.** I will pay all dues on a timely basis, including dues owed to SKK, the Pacific Northwest Kendo Federation (**PNKF**), and the All United States Kendo Federation (**AUSKF**). I will also promptly pay any fees necessary for Applicant to participate in any tournaments, promotional examinations, seminars, or other events in which Applicant seeks to participate. If SKK advances these costs for Applicant, I will promptly reimburse SKK. Dues are subject to change. **For any new membership year, SKK may require me to enter into a new Membership Application and Agreement (as it may be amended in the future) in order to continue the Applicant's membership. If the Applicant is 17 years old or younger when the Applicant first becomes a member, the Applicant will sign and submit a new Membership Application and Agreement when Applicant becomes 18 years old.**

3. **Providing my Own Equipment.** I am responsible for providing any equipment or supplies Applicant might need to participate in SKK practices or events, or other Kendo Events. I will keep clean and properly maintain any equipment I borrow from SKK.

4. **Complying with All Rules.** I will comply with all of SKK's rules and policies (which may change), and the terms of this Agreement. If Applicant fails to comply, then I understand Applicant may lose Applicant's SKK membership. Applicant will also comply with all PNKF and AUSKF rules and policies, and Applicant is subject to the regulations and rules of those organizations.

5. **Assumption of Risk.** Although SKK desires to provide a safe environment for practice and other Kendo Events, I understand that accidents and injuries can still happen. Kendo, iaido, and jodo are martial art, and I understand the risks and dangers involved in participating in kendo, iaido, and jodo. I know those risks include the risk of death and the risk of minor and serious personal injuries, including blisters, bruises, muscle strain, joint injuries, paralysis, brain damage, concussion, loss of vision or limb function, permanent scarring and disability. I knowingly assume these risks every time Applicant participates in an SKK kendo or iaido practice or any other Kendo Event. Applicant will only participate in those SKK practices and other Kendo Events for which I believe Applicant is fit enough to participate. (If I am a parent or legal guardian signing below, then I will allow the Applicant to participate only in those SKK practices and other Kendo Events for which I believe the Applicant is fit enough to participate.) The term **Kendo Event** means: (a) any kendo, iaido, or jodo practice, promotional examination, seminar, demonstration, tournament, or other event of SKK, any other PNKF member dojo, any AUSKF affiliated dojo, or any dojo of any kendo federation or organization that is a member of the International Kendo Federation (**FIK**), which includes the member dojos and regional federations (if any) of the Canadian Kendo Federation and the Hawaii Kendo Federation; (b) any kendo, iaido, or jodo practice, promotional examination, seminar, demonstration, tournament, or other event of PNKF, AUSKF, any regional federation that is a member of AUSKF, FIK, or any national kendo federation or association that is a member of FIK; and (c) any other SKK event or gathering, including the SKK picnic, year-end party.

6. **Medical Consent.** I grant SKK permission to call 911 for emergency medical aid or to take Applicant to a physician or hospital for medical treatment, or both, if SKK or any of its instructors believe Applicant sustained an injury, or otherwise requires medical treatment. I give consent to any physician or emergency aid responder to administer drugs and perform any medical treatment that the physician or responder determines appropriate for the relief of pain or to preserve Applicant's life or health. I assume all responsibility for all medical, rescue, transportation, and other expenses incurred on Applicant's behalf. I will fully and immediately reimburse SKK for any of those expenses that SKK chooses to advance, in its sole discretion. SKK has no obligation to advance any expenses on Applicant's behalf.

7 Waiver and Release of Claims.

7.1 Definitions.

(A) The term **Claims** means all claims, damages, fees, (including attorneys' fees), costs, expenses, and other liabilities, whether known or unknown, and whether existing now or arising in the future.

(B) The term **Kendo Releasees** means the SKK Releasees, PNKF Releasees, AUSKF Releasees, and Gym Releasees. The term **SKK Releasees** means SKK and its former, current, and future directors, officers, employees, volunteers, judges, agents, instructors, and members. The term **PNKF Releasees** means PNKF, its former, current, and future directors, officers, employees, volunteers, judges, agents, instructors, and members. The term **AUSKF Releasees** means AUSKF and its former and current directors, officers, employees, judges, volunteers, agents, and instructors. The term **AUSKF Releasees** also includes each AUSKF regional federation and each member dojo within each federation, and each of the respective former, current, and future directors, officers, employees, volunteers, agents, instructors, judges, and members of each regional federation and dojo within each regional federation. **Gym Releasees** means St. Peter's Episcopal Church (and any other owner of the property in which SKK conducts any Kendo Event) and its former, current, and future directors, trustees, officer, employees, members, and volunteers.

7.2 Waiver and Release of Claims. To the full extent permitted by law, I release the Kendo Releasees from all Claims that I may have now or in the future against any Kendo Releasee arising from any Kendo Event or the Applicant's SKK membership, whether those Claims exist now or arise in the future, and I hereby waive all those Claims. This waiver and release of Claims is binding on me and on any other person who asserts any Claim through me or on my behalf. This *Section 7.2* does not waive Applicant's rights to AUSKF insurance coverage (if any) provided to AUSKF members. This waiver and release does not apply to any Claim against a Kendo Releasee to the extent caused by the gross negligence or intentional misconduct of that Kendo Releasee. This waiver and release is in partial consideration for Applicant being permitted to be an SKK member and participate in SKK practices and other SKK Kendo Events.

8. Limited Indemnification and Defense. To the extent the waiver and release of Claims in *Section 7* is not effective in whole or in part, and if the amount of the Claims exceeds any available liability insurance coverage (**Insurance Coverage**), then I will indemnify and defend the Kendo Releasees against all Claims that exceed the Insurance Coverage that I or Applicant may have now or in the future against any Kendo Releasee, including paying all attorneys' fees, costs, and other expenses. This obligation to indemnify and defend does not apply to any Claim against a Kendo Releasee to the extent caused by the gross negligence or intentional misconduct of that Kendo Releasee. This *Section 8* does not apply to Applicant's right to AUSKF medical insurance coverage (if any) provided to its members. This obligation to indemnify and defend is in partial consideration for Applicant being permitted to be an SKK member and participate in SKK practices and other Kendo Events.

9. Governing Law and Venue; Partial Invalidity. This Agreement is governed by the laws of the State of Washington, except for its conflict of laws provisions. Venue for any legal action related to this Agreement will be in the state or federal courts located in King County, Washington. I hereby submit to the personal jurisdiction of those courts. If any part of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement will be enforced to the full extent permitted by law, and the part held to be invalid, illegal, or unenforceable will be limited and enforced to the fullest extent permitted by law.

10. Concussion Information. I have read and understand the attached information about concussions.

Please read carefully before signing. This Agreement contains a release of claims and indemnification obligations.

Date: _____
Signature of Applicant ** Printed Name

**If the Applicant is under the age of 18, then the parents or legal guardians must sign the Parental Consent, Release and Indemnification.

PARENTAL CONSENT, RELEASE AND INDEMNIFICATION

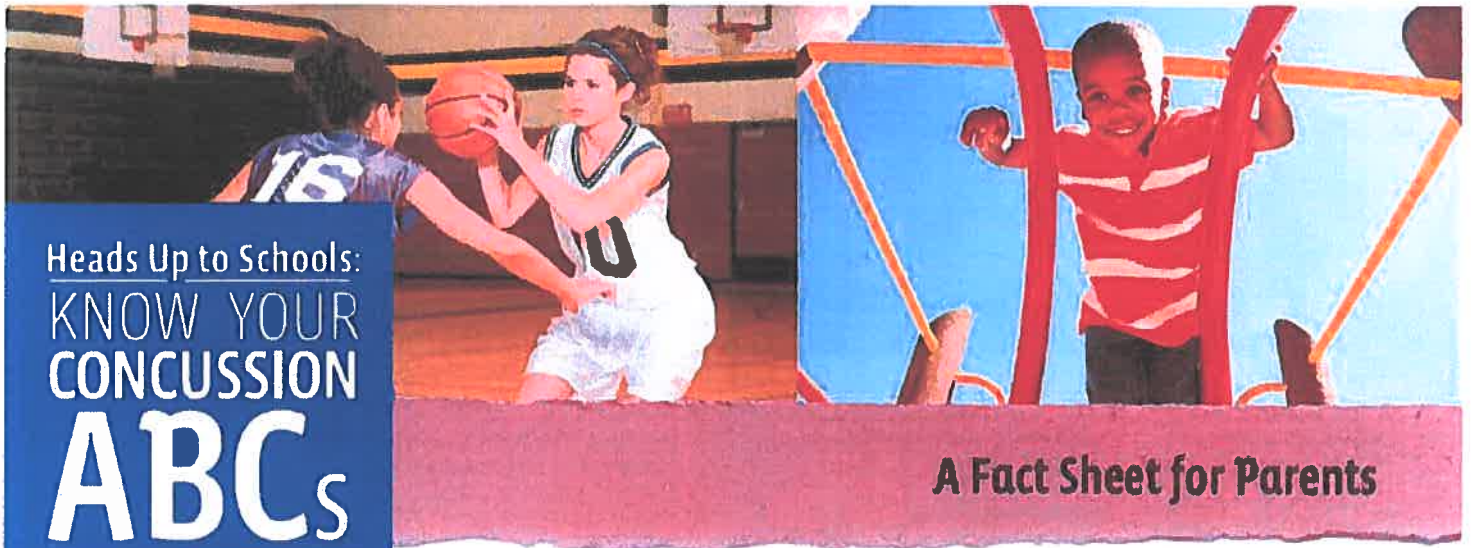
A. Parent or Legal Guardian. I am the parent or legal guardian of the Applicant (or **my child**). I have the authority to enter into this Agreement on behalf of my child and anyone else who has legal rights regarding my child. If I am the only parent or legal guardian signing below, then I represent and warrant that I am the only parent or legal guardian with authority to sign this Agreement on behalf of my child. I have read the above Agreement and agree to its terms, including the attached information about concussions.

B. Release of Claims. To the full extent permitted by law, I release the Kendo Releasees from all Claims that my child or I may have now or in the future against any Kendo Releasee. This release does not apply to any Claim against a Kendo Releasee that is entirely caused by the gross negligence or intentional misconduct of that Kendo Releasee. This release is binding on me and my personal representative, estate, and heirs; any other person with rights regarding my child; and my child, to the maximum extent permitted by law. This release is in partial consideration for my child being permitted to be an SKK member and participate in SKK practices and other events.

C. Limited Obligation to Indemnify and Defend. To the extent the release of Claims is not effective in whole or in part, and if the amount of the Claims exceeds any available liability insurance coverage (**Insurance Coverage**), then I will indemnify and defend the Kendo Releasees against all Claims that my child or I may have now or in the future against any Kendo Releasee, including paying all attorneys' fees, costs, and other expenses incurred by any Kendo Releasee. This obligation to indemnify and defend does not apply to any Claim against a Kendo Releasee that is entirely caused by the gross negligence or intentional misconduct of that Kendo Releasee. This obligation to indemnify and defend is in partial consideration for my child being permitted to be an SKK member and participate in SKK practices and other events.

Please read carefully before signing. This Agreement contains a release of claims and indemnification obligations.

Parent/Guardian Signature _____ Date _____
 Parent/Guardian Signature _____ Date _____



Heads Up to Schools: KNOW YOUR CONCUSSION ABCs

- Assess the situation
- Be alert for signs and symptoms
- Contact a healthcare professional

A Fact Sheet for Parents

What is a concussion?

A concussion is a type of brain injury that changes the way the brain normally works. A concussion is caused by a bump, blow, or jolt to the head. Concussions can also occur from a blow to the body that causes the head and brain to move rapidly back and forth. Even what seems to be a mild bump to the head can be serious.

Concussions can have a more serious effect on a young, developing brain and need to be addressed correctly.

What are the signs and symptoms of a concussion?

You can't see a concussion. Signs and symptoms of concussion can show up right after an injury or may not appear or be noticed until hours or days after the injury. It is important to watch for changes in how your child or teen is acting or feeling, if symptoms are getting worse, or if s/he just "doesn't feel right." Most concussions occur without loss of consciousness.

If your child or teen reports *one or more* of the symptoms of concussion listed below, or if you notice the symptoms yourself, seek medical attention right away. Children and teens are among those at greatest risk for concussion.

SIGNS AND SYMPTOMS OF A CONCUSSION

SIGNS OBSERVED BY PARENTS OR GUARDIANS

- Appears dazed or stunned
- Is confused about events
- Answers questions slowly
- Repeats questions
- Can't recall events *prior* to the hit, bump, or fall
- Can't recall events *after* the hit, bump, or fall
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Forgets class schedule or assignments

SYMPTOMS REPORTED BY YOUR CHILD OR TEEN

Thinking/Remembering:

- Difficulty thinking clearly
- Difficulty concentrating or remembering
- Feeling more slowed down
- Feeling sluggish, hazy, foggy, or groggy

Physical:

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Fatigue or feeling tired
- Blurry or double vision
- Sensitivity to light or noise
- Numbness or tingling
- Does not "feel right"

Emotional:

- Irritable
- Sad
- More emotional than usual
- Nervous

Sleep*:

- Drowsy
- Sleeps *less* than usual
- Sleeps *more* than usual
- Has trouble falling asleep

**Only ask about sleep symptoms if the injury occurred on a prior day.*

To download this fact sheet in Spanish, please visit www.cdc.gov/Concussion. Para obtener una copia electrónica de esta hoja de información en español, por favor visite www.cdc.gov/Concussion.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR DISEASE CONTROL AND PREVENTION



DANGER SIGNS

Be alert for symptoms that worsen over time. Your child or teen should be seen in an emergency department right away if s/he has:

- One pupil (the black part in the middle of the eye) larger than the other
- Drowsiness or cannot be awakened
- A headache that gets worse and does not go away
- Weakness, numbness, or decreased coordination
- Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Difficulty recognizing people or places
- Increasing confusion, restlessness, or agitation
- Unusual behavior
- Loss of consciousness (even a brief loss of consciousness should be taken seriously)

Children and teens with a concussion should **NEVER** return to sports or recreation activities on the same day the injury occurred. They should delay returning to their activities until a health care professional experienced in evaluating for concussion says they are symptom-free and it's OK to return to play. This means, until permitted, not returning to:

- Physical Education (PE) class,
- Sports practices or games, or
- Physical activity at recess.

What should I do if my child or teen has a concussion?

1. **Seek medical attention right away.** A health care professional experienced in evaluating for concussion can determine how serious the concussion is and when it is safe for your child or teen to return to normal activities, including physical activity and school (concentration and learning activities).
2. **Help them take time to get better.** If your child or teen has a concussion, her or his brain needs time to heal. Your child or teen may need to limit activities while s/he is recovering from a concussion. Exercising or activities that involve a lot of concentration, such as studying, working on the computer, or playing video games may cause concussion symptoms (such as headache or tiredness) to reappear or get worse. After a concussion, physical and cognitive activities—such as concentration and learning—should be carefully managed and monitored by a health care professional.
3. **Together with your child or teen, learn more about concussions.** Talk about the potential long-term effects of concussion and the dangers of returning too soon to normal activities (especially physical activity and learning/concentration). For more information about concussion and free resources, visit: www.cdc.gov/Concussion.

How can I help my child return to school safely after a concussion?

Help your child or teen get needed support when returning to school after a concussion. Talk with your child's teachers, school nurse, coach, speech-language pathologist, or counselor about your child's concussion and symptoms. Your child may feel frustrated, sad, and even angry because s/he cannot return to recreation and sports right away, or cannot keep up with schoolwork. Your child may also feel isolated from peers and social networks. Talk often with your child about these issues and offer your support and encouragement. As your child's symptoms decrease, the extra help or support can be removed gradually. Children and teens who return to school after a concussion may need to:

- Take rest breaks as needed,
- Spend fewer hours at school,
- Be given more time to take tests or complete assignments,
- Receive help with schoolwork, and/or
- Reduce time spent reading, writing, or on the computer.



*To learn more about concussion and to order materials **FREE-OF-CHARGE**, go to: www.cdc.gov/Concussion or call 1.800.CDC.INFO.

HEADS+UP

CONCUSSION IN HIGH SCHOOL SPORTS

A FACT SHEET FOR **ATHLETES**

What is a concussion?

A concussion is a brain injury that:

- Is caused by a bump, blow, or jolt to the head or body.
- Can change the way your brain normally works.
- Can occur during practices or games in any sport or recreational activity.
- Can happen even if you haven't been knocked out.
- Can be serious even if you've just been "dinged" or "had your bell rung."

All concussions are serious. A concussion can affect your ability to do schoolwork and other activities (such as playing video games, working on a computer, studying, driving, or exercising). Most people with a concussion get better, but it is important to give your brain time to heal.

What are the symptoms of a concussion?

You can't see a concussion, but you might notice **one or more** of the symptoms listed below or that you "don't feel right" soon after, a few days after, or even weeks after the injury.

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Bothered by light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Difficulty paying attention
- Memory problems
- Confusion

What should I do if I think I have a concussion?

- **Tell your coaches and your parents.** Never ignore a bump or blow to the head even if you feel fine. Also, tell your coach right away if you think you have a concussion or if one of your teammates might have a concussion.
- **Get a medical check-up.** A doctor or other health care professional can tell if you have a concussion and when it is OK to return to play.
- **Give yourself time to get better.** If you have a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have another concussion. Repeat concussions can increase the time it takes for you to recover and may cause more damage to your brain. It is important to rest and not return to play until you get the OK from your health care professional that you are symptom-free.

How can I prevent a concussion?

Every sport is different, but there are steps you can take to protect yourself.

- Use the proper sports equipment, including personal protective equipment. In order for equipment to protect you, it must be:
 - The right equipment for the game, position, or activity
 - Worn correctly and the correct size and fit
 - Used every time you play or practice
- Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.

**If you think you have a concussion:
Don't hide it. Report it. Take time to recover.**

It's better to miss one game than the whole season.

For more information and to order additional materials *free-of-charge*, visit: www.cdc.gov/Concussion.

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