

# 3RD ANNUAL TYRICK SMITH-CARTER MEMORIAL TOURNAMENT

## WAIVER OF PARTICIPATION

### Quick overview

- You realise martial arts & contact sports include a risk of bodily harm or worse
- You will not look to hold the organiser accountable for any costs or claims related to injury or accidents that occurs during the event you register for
- You accept that the organiser may use your personal data to contact you about business offers and future events.

By accepting this waiver you agree to the listed items and that you read and understand them.

### Risk of bodily harm

I hereby assume full responsibility and liability for all damages, injuries and losses that I may sustain or incur while participating in or watching the Tournament/Event.

I realize that serious injury is commonplace in combat sport events such as the one I am hereby entering and that death is a possibility. I also realize that if I am injured, I might be disfigured, disabled and/or rendered unable to work again. By entering into this competition I agree to and fully accept and assume liability for any and all injuries that I may incur expressly give up and waive any and all claims that I or anyone acting on my behalf or through me might have against the organizer, it's board members, the promoters, operators, sponsors, officials, participants, non-participants, or volunteers for any injury regardless of its nature, effect or affect on me as a result of my participation and/or presence at the Tournament/Event.

I authorize, and agree to hold harmless, whatever medical personnel that may be present at the tournament/event to take any action necessary, should I become injured.

I represent that I am in good health; that I am not presently, nor will I participate while under the influence of any drug or medication; that no one affiliated with this tournament has encouraged me to enter or made any representations regarding my fitness or ability to participate; that I have read and understood every provision of this release; and that I am legally competent to and freely enter into this waiver, release and assumption of risk agreement.

Privacy and personal data I understand that by using my Smoothcomp account to register for this event I am giving the organizer the right to contact me via newsletters, event reminders and more general promotion of offers or information.

I further understand that I am responsible for checking and must check my registration information for the event on the website on the registration list for: weight, belt, academy, age division, and name information by the specified registration check day.

I further understand that tickets might be sold to spectators to watch the event, that news media and others might cover the tournament and that it may also be videotaped or otherwise shown to audiences around the world. I hereby expressly and irrevocably forever consent to having my likeness shown, publicized, commented and/or reported on; and I do not expect to, and in fact waive any compensation I might otherwise be entitled to as a result thereof.

Disputes The organizer hereby expressly reserves the right, in its sole and absolute discretion, with or without cause to deny a potential athlete/competitor's registration/application for permission to compete in the event. The terms athlete and/or competitor may be used interchangeably. If any dispute arises out of, or is any way related to your participation in this event, by entering your registration application, you are hereby expressly waiving and giving up your right to the filing of a lawsuit in city, state, or federal court and a trial by jury. The word "dispute" as used above refers to anything, including claims for injury (which you have already waived) that may have occurred or you claim did not occur at the event.

In case of minors under 18 years old. Furthermore, if the competitor is a minor I, hereby certify that I am parent and/or legal guardian of the above named minor who has been given my express permission to compete in the event for which we are registering. And, that I have read and understood every provision of the release of liability and that I am legally competent to and freely enter into this release of liability and assume all risk on behalf of the minor (competitor) named herein and any and all successors, assigns or any other representative acting upon the minor's behalf.

#### **WARNING! WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE (TOURNAMENT & RELATED EVENTS)**

In consideration of being permitted to participate in any way, including travel to and from, the Tyrick Hill Memorial Judo Tournament, clinic and related events and activities of the event.

I hereby:

1. Acknowledge that I am familiar with the sport of Judo and understand the rules governing the sport of Judo.
2. Agree that, prior to participating, I will inspect the mats, equipment, facilities, competition pools or divisions and the elimination or scoring system to be used, and, if I believe anything is unsafe or beyond my capability, I will immediately advise my coach, supervisor, and/or a tournament official of such conditions and refuse to participate.
3. Acknowledge and fully understand that I will be engaging in a contact sport that might result in serious injury, including traumatic brain injury (TBI), permanent disability or death, and severe social and economic losses due to not only my own actions, inactions, or negligence, but also to the actions, inactions, or negligence of others, the rules of the sport of Judo, or conditions of the premises or of any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.
4. Knowing the risks involved in the sport of Judo, I assume all such risks, and accept personal responsibility for the damages following such injury, permanent disability, or death.
5. Release, waive, discharge, and covenant not to sue ATJA, AJJF, USJI, USJA, or USJF, Hudson Judo Yudanshikai, Legrosports, American Judo LLC together with their affiliated clubs, their respective administrators, directors, agents, coaches and other employees or volunteers of the organization, event officials, medical personnel, other participants, their parents, guardians, supervisors and coaches, sponsoring agencies, sponsors, advertisers, and, if applicable, owners, lessors, and lessees of premises used to conduct the event, all of whom are hereinafter referred to as "releasee", from any and all claims, demands, losses, or damages on account of injury, including permanent disability and death and damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee, or otherwise to the fullest extent permitted by law.

I HAVE READ THE ABOVE WARNING, WAIVER AND RELEASE, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND, KNOWING THIS, SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISK AND CONDITIONS INVOLVED, AND DO SO ENTIRELY OF MY OWN FREE WILL. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENT/GUARDIAN AS EVIDENCED BY THEIR SIGNATURE BELOW.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the

Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from their negligence, to the fullest extent permitted by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

## **USA Judo/ATJA Membership Confirmation & No Insurance Event Participation Waiver**

With the recent March 14, 2023, expiration of the American Judo Alliance Agreement, U.S. Judo Association (USJA) and U.S. Judo Federation (USJF) members were not permitted to compete at USA Judo sanctioned events. In response to this dilemma, with the signed acceptance of this waiver, USA Judo will allow current "USJA/USJF-only" members to participate ONLY in the event listed for the dates listed.

If you are a current USA Judo or American Traditional Judo & Jujutsu Member in good standing, your signing of this waiver acknowledges that the items outlined below will not pertain to you and that your respective membership benefits will be honored by your respective member organizations.

If you are a "USJA or USJF-only" member, by completing and signing this waiver in its entirety you are acknowledging that YOU WILL NOT RECEIVE ANY USA JUDO INSURANCE BENEFITS INCLUDING BUT NOT LIMITED TO SECONDARY PARTICIPANT ACCIDENT AND GENERAL LIABILITY COVERAGES.

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver and Release of Liability agreement by affixing my signature below and that these statements are being accepted by United States Judo, Inc., dba USA Judo (USJI) in consideration of allowing me to participate in the USJI sanctioned event mentioned above WITHOUT ANY insurance coverage provided by USJI. I further acknowledge that my statement is being relied upon by USJI event directors, officials, volunteers, sponsors, administrators, and other parties who may be deemed "Released Parties."

1. I acknowledge that the sport of Judo carries with it the potential for death and serious injury. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in Judo, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any event which I elect to participate in. I have no physical or medical condition which would endanger myself or others if I participate or would interfere with my ability to safely participate. I accept responsibility for the condition and adequacy of the facility the event is being conducted in. I assume responsibility for the condition of my equipment and/or apparel for which I will be participating in.

2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE USJI, its clubs, event sponsors, staff, administrators, officials, volunteers and any and all other persons or entities involved with an event, including states, cities, towns and other governmental bodies where an event takes place and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties") from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims") alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations, for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from any USJI sanctioned event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to providing or failure to provide first aid, medical care, medical treatment, or medical decisions (at an event site or elsewhere), and any Claims for medical or hospital expenses.

3. I acknowledge and ASSUME ALL OF THE RISKS associated with participation in Judo. I acknowledge that the sport of Judo may be dangerous and I understand that I will be participating in any Event at my own risk, without insurance coverages provided by USA Judo, and that I am responsible for the risk of participation in an Event and that I am waiving and releasing my legal right to sue for any injury or damages arising out of or resulting from my participation in an Event. I further understand that any injury or damages incurred may be the result of negligence, omission or carelessness by the Release Parties.

4. I FURTHER COVENANT AND AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released or discharged herein. I AGREE TO INDEMNIFY AND HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made or liabilities assessed against them, including but not limited to attorney's fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver and Release Agreement, my breach or failure to abide by any of USJI's Rules, and my actions or inactions which cause injury or damage to any other person.

5. I agree and give permission to be filmed and photographed under conditions approved and authorized by USA Judo, to include the use of my name, biographical information, public appearances, interviews, photographs, portrait and motion pictures and television recordings of my judo performance/participation and grant to USA Judo and Organizers the right to record and make use of the same, and to authorize others to do so in promoting the competition and the success of the judo team on which I compete, to promote the image of USA Judo, its sponsors and advertisers, and the sport of amateur judo, and to fund the activities of the USA Judo.

6. The parent or legal guardian who signs the Waiver and Release Agreement on behalf of a Minor hereby acknowledges that he or she has the legal capacity and authority to act on behalf of the Minor and to legally bind the Minor to the Waiver and Release Agreement. The parent or legal guardian who signs and agrees to the Waiver and Release Agreement agrees to indemnify, and hold harmless, the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any injury, death, or insufficiency of legal capacity or authority to act on behalf of the Minor in the execution of the Waiver and Release Agreement.

7. If any provision of this Waiver and Release Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver and Release Agreement and shall not affect the validity and enforceability of any remaining provisions.

8. I have read this agreement, fully understand its terms, understand that that I (or the Minor's parent and/or legal guardian) have given up substantial rights by agreeing to the terms of this Waiver and Release, and have agreed to its terms freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**TO BE COMPLETED BY ATJA, USJA AND USJF MEMBERS ONLY – USA JUDO MEMBERS HAVE ALREADY AGREED TO THE CODE OF CONDUCT AGREEMENT & DON'T NEED TO SIGN AGAIN.**

As a participant in this USA Judo sanctioned event, you must also read and provide your signature agreeing to abide by USA Judo's Code of Conduct as follows:

In order to assist all members and to better serve the interests of those who participate in judo, USA Judo has adopted this Code of Conduct. The Code of Conduct (the "Code") is intended to provide standards of ethical conduct that can be applied by United States Judo to its members, volunteers, and staff. The Code is intended to provide general principles to cover most situations encountered. The primary goal is the welfare and protection of the individuals and groups involved in USA Judo sanctioned events, clinics, or camps. The code provides a common set of values, but it is the individual's responsibility to aspire to the highest possible standards of conduct and performance.

USA Judo grants the privilege of membership; therefore, any member or prospective member of USA Judo may be denied membership, censured, placed on probation, suspended for a definite or indefinite period of time with or without terms of probation, fined or expelled from USA Judo if such manner violates the provisions of the USA Judo Code of Conduct, or through direct action or lack of action, aids, abets or encourages another person to violate any of the provisions of the USA Judo Code of Conduct.

I pledge to uphold the spirit of the USA Judo Code of Conduct (the "code"), which offers a general guide to my conduct as a member (athlete, coach, referee, etc.), volunteer, or staff of USA Judo. I recognize that this code does not establish a complete set of rules that prescribes every aspect of appropriate behavior.

As a member, volunteer, or staff of USA Judo I agree I will:

1. Refrain from conduct detracting from my ability or that of my teammates, colleagues, or coworkers to attain peak performance
2. Respect the property of others whether personal or public
3. Accept appropriate responsibility for my behavior
4. Act in a way that will bring respect and honor to myself, USA Judo, and the United States
5. Respect members of my team, other teams, spectators, officials, volunteers, staff, and engage in no form of verbal, physical, or sexual, harassment or abuse
6. I, a prospective or current member/licensee/participant of USA Judo or USA Judo event agree to abide by and be bound by the applicable USA Judo Bylaws, Code of Conduct, competition rules and the SafeSport rules, policies and procedures promulgated by the U.S. Center for SafeSport as they may be amended from time to time. I agree to be subject to the jurisdiction of the U. S. Center for SafeSport and agree that any sanctions imposed by the Center extend to my participation in all USA Judo events or activities and may be posted publicly and include information regarding the misconduct involved. The USA Judo SafeSport Handbook can be found at [www.usjudo.org](http://www.usjudo.org).
7. USA Judo defines "regular contact with minors" as meaningful or direct contact or oversight with minors that would be considered frequent, repeated or consistent. By way of example, an adult who will often assist with coaching/leading classes including minors would be considered "regular contact" with minors and is required to complete the SafeSport Online Training/Certification Course. An adult who may "drop in" to coach and/or practice with minors on occasion would not be considered frequent, repeated or consistent and would not need to complete the SafeSport Online Training/Certification Course. In the spirit of the moral code of judo, USA Judo requires adult members to self-certify whether or not they considered having "regular contact" with minors based on the aforementioned description. If an adult member is unsure whether or not they have "regular contact" with minors, USA Judo encourages those individuals (and their clubs) to err on the side of caution and complete the SafeSport Training and Certification. USA Judo, in cooperation with USA Judo Clubs, as the right to randomly review and assess members who may have regular contact with minors and require compliance if/when considered

necessary by USA Judo Leadership. The USA Judo SafeSport Handbook can be found at [www.usjudo.org](http://www.usjudo.org).

8. I understand and agree that the International Judo Federation Anti-Doping Rules and U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by the IJF, USADA and the USOPC apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the IJF and /or my national federation, if applicable or referred by USADA.

9. Act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct

10. Follow my individual sport rules, including by way of example, rules regarding curfew and required attendance of meetings or functions, and such other rules as may be in force during the time I am representing USA Judo, provided these rules have been distributed to me in advance in written or electronic form

11. Not engage in discrimination based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language, socioeconomic status, or any basis proscribed by law

12. Remember that at all times I am an ambassador for my sport, my country, USA Judo and the Olympic movement

13. Not engage in any conduct that is criminal under any laws applicable to me, including but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs to any person and of alcohol to minors

14. Not participate or assist in any gambling or betting activities associated with any event related to my sport or my participation

15. Agree to be filmed and photographed by the official photographer(s) and network(s) of USA Judo under conditions authorized by USA Judo and give event organizers and USA Judo the right to use my name, picture, likeness, and biographical information before, during, and after the period of my participation in these activities to promote the activity in which I participate or to promote the success of the team on which I compete; in no event may USA Judo or the event organizers use or authorize the use of my name, picture, likeness voice and biographical information for the purpose of trade, including any use in a manner that



would imply an endorsement of any company, product, or service, without my written permission.

16. Understand that if I require legal representation because I am accused of a doping violation or am accused of criminal misconduct, or if for any reason I require the services of an attorney, I will be personally responsible for payment of such legal fees and expenses.

17. Not use or authorize the use of photographs, films, videos of myself in my USA Judo apparel or equipment or the use of the USA Judo logos for the purpose of trade, without the prior written consent of USA Judo

18. Respect and protect human civil rights, and should not knowingly participate in or condone unfair discriminatory practices.

19. Guard against personal, financial, social, organizational, or political factors that might lead to misuse of influence.

20. Not make public statements about USA Judo that are false, deceptive, misleading, or fraudulent

21. Have an obligation to be familiar with the Code of Conduct. Lack of awareness or misunderstanding of the code of conduct is not itself a defense to a charge of unethical conduct

22. Not file or encourage the filing of ethics complaints that are frivolous and are intended to harm the respondent rather than to protect the public.

23. The following are considered, but not limited to violations of the Code of Conduct:

24. Discrimination in violation of any section of the USA Judo Rules and Regulations, or in violation of section 220522(a)(9) of the Ted Stevens Olympic and Amateur Sports Act.

25. Conviction of, imposition of a deferred sentence for, or any plea of guilty or no contest at any time, past or present, or the existence of any pending charges, for (i) any felony, (ii) any offense involving use, possession, distribution or intent to distribute illegal drugs or substances, or (iii) any crime involving sexual misconduct

26. Any sexual contact or advance directed towards a USA Judo member, volunteer, or staff member.

27. Violation of any of the anti-doping provisions set forth by USA Judo, United States Olympic Committee (USOPC), or the United States Anti-Doping Agency(USADA)

28. The sale, distribution or possession of illegal drugs or the illegal sale, distribution or possession of any substance listed on the USOPC, or USADA recognized list of banned substances.

29. The distribution or administration of any illegal or controlled substance either orally or by injection, of any substance listed on the USOPC, or USADA recognized list of banned substances.

30. The administration of any substance by injection, whether legal or illegal, unless it is done so by a licensed, medical professional for the purpose of health maintenance or due to illness.

I have read this agreement, fully understand its terms, understand that that I (or the Minor's parent and/or legal guardian) have given up substantial rights by agreeing to the terms of this Code of Conduct, and have agreed to its terms freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Both of the above releases must be signed for a JA/JF-only member to participate in noted USA Judo event.