

MEMORANDUM

**TO:** Principals

**FROM:** Heather Woodward  
Mia Robinson  
Toby Arritola

**DATE:** August 9th, 2023

**SUBJECT:** PARTICIPATION/DISTRIBUTION OF MATERIALS

J.W. Kim Taekwondo has our permission to contact elementary schools.

- Participation is subject to the approval of the principal.
- District requests distribution/participation.

Distribution/participation method approved:

- Approved to use a parent newsletter to let parents know that this information is available to be picked up at school, at the discretion of the building administrator.
- Approved to be placed in a central location for distribution, without newsletter notification, at the discretion of the building administrator.
- Approved for attachment to parent newsletter, at the discretion of the building administrator (**this option applies ONLY to CCSD groups/programs**).
- Approved only for distribution to teachers and/or staff members.

Organization/agency guidelines:

1. If central distribution is approved, the participation by students will be voluntary.
2. School personnel shall not be responsible for the collection of any money or the fulfillment of other commitments made by students to fund drives approved. Once a distribution is made, the responsibilities are between the agency and the individual. (Exception might be clothing, food, and toys.)





**J. W. KIM TAEKWONDO:  
LEADERS IN PERSONAL ACHIEVEMENT SINCE 1995**

**J. W. KIM TAEKWONDO**

**RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT**

**Waiver of Liability/Assumption of Risk.** In consideration for the right to participate in the martial arts program through J. W. Kim's Taekwondo (the "School"), the undersigned agrees as follows: The undersigned acknowledges that the practice of Taekwondo and other martial arts and activities involved in the Taekwondo program (the "Program") involves certain inherent risks and hazards that might result in serious injury, including permanent disability or death. The undersigned freely agrees to assume and accept any and all known and unknown risks of injury, death, damages, or loss, regardless of severity, while participating in the martial arts Program through the School at the instructional location(s) (the "Location(s)"), and activities outside the Location(s), such as tournaments, seminars, demonstrations, and School-sponsored gatherings ("Additional Activities"). The undersigned understands that they have the right and duty to inspect the mats, equipment, and facilities to be used and that if they believe anything is unsafe, they will immediately advise the School and refuse to participate. The undersigned hereby FULLY RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE, INDEMNIFIES and HOLDS HARMLESS the School, its affiliated schools or clubs and the School's or affiliated schools and clubs' administrators, members, officers, directors, shareholders, agents, coaches, instructors, supervisors, employees, independent contractors, volunteers, other participants, owners, lessors, successors, and assigns (collectively the "Releasees"), from any and all claims, demands, losses, damages, judgments, awards, and/or related expenses (including, but not limited to, attorneys fees and court costs) incurred as a result of any injury, including permanent disability or death, damage to property, or any other type of injury or damage caused or alleged to be caused in whole or in part by the negligence of any Releasee or otherwise or in any way related to the participation of the student in any activity conducted by the School at the Location(s) or at Additional Activities. The undersigned represents that the student is in good physical condition, is not suffering from any heart, lung, or other major ailments, and is in all respects physically fit to engage in the martial arts and fitness program provided by the School at the Location(s) and at Additional Activities. The undersigned is advised that strict observance of the rules and regulations of the School and the martial arts training program provided therein is mandated and includes the use of protective equipment. The School does not warrant that the protective equipment will eliminate the possibility of accident, injury, or death but may reduce the risk thereof. Physical contact will be used by instructors and employees of the School, other students, and authorized individuals under the School's supervision as part of the course of instruction. The undersigned is advised of this fact and gives full consent to any physical contact as may be required or customary to martial arts training. The undersigned agrees to the terms hereof on its own behalf, on behalf of their minor child/children/ward, and on behalf of their own and their minor child's/children's/ward's heirs, personal representatives, next of kin, executors, administrators, and assigns.

**I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND UNDERSTAND THAT BY SIGNING IT I HAVE GIVEN UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SCHOOL AND OTHERS AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Signature of Student (or Parent/Legal Guardian if Student is a minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Parent

\_\_\_\_\_  
Name of Student(s)