



***RISK  
MANAGEMENT  
POLICY***

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## **PREAMBLE**

This Policy document will be the agreed to Risk Management Policy of the Martial Arts Industry. It will be used in conjunction with the 'Sport: Health and Environmental Safety' Code of Practice.

The following documents are attachments to this Policy.

1. MAIA Code of Practice for Martial Arts Instructors and Centres
2. MAIA Code of Practice for Tournament/Event Promoters
3. Sports Medicine Federation Infectious Diseases Policy
4. MAIA Child Safety/Protection Procedures
5. 'Exercise Danger'
6. Approved format Understanding of Risk and Waiver/Indemnification Forms
7. Class 'Code of Conduct' Template
8. Risk Audit Guidelines

### **1-A) UNDERSTANDING RISK MANAGEMENT**

a) Risk: The Australian/New Zealand Standard on Risk Management AS/NZS

4360:1999 defines "risk" as "the chance of something happening that will have an impact on objectives".

b) Risk Management: The Australian/New Zealand Standard on Risk Management AS/NZS 4360:1999 defines "risk management" as "the culture, processes and structures that are directed towards the effective management of potential opportunities and adverse effects."

c) Risk Assessment Process:

i) Establish context & Identify Risks: establishing the risk context and undertaking a risk audit to identify risks against that context.

ii) Analyse & Evaluate Risks: summarising the risks, examining the common links and then taking into account the likelihood and severity of the risks, analysing, evaluating and rating the risks to identify risk management priorities. Whether there are any existing controls in place and their effectiveness should also be assessed. iii) Treat Risks:

the consideration and development of a number and variety of actions and other responses to the risk assessment. For example, low priority risks may just be accepted and monitored whilst other high priority risks will

require the development of a specific risk management action plan. iv) Monitor & Review: regular monitoring and review of the plan against set timeframes.

d) Duty of Care: providing a reasonable standard of care for those to whom you provide a service and, in the provision of that service, to protect them from harm.

e) Negligence: the failure to exercise appropriate standards of care to minimise the potential risk of harm to others. This harm can include physical, emotional and financial injury. A more martial arts orientated definition would be that negligence is a failure of an instructor to perform the duties that a sensible and reasonable instructor would perform to minimise harm to his or her students and those with whom he is associated in the performance of his duties as an instructor. In martial arts as in any field, negligence is the omission of proper attention and the avoidance or disregard of duty from heedlessness, indifference or willfulness.

## **1-B) INSURANCE**

1. Understanding Insurance as part of Risk Management, Insurance is a Risk Transfer Tool:

- i. Is Reactive rather than Proactive i.e. it reduces the impact of the risk when it occurs.
- ii. Risk Management should be proactive – focus on reducing the chance of the risk occurring in the first place.

2. An instructor must have in place appropriate levels of Public Liability and Professional Indemnity insurance to cover all aspects of the process of martial arts instruction and the martial arts training area.

3. An instructor must ensure that either the instructor or the venue owner holds additional “Venue Public Liability” (see below for definition). It is not uncommon, for example, for venue owners to require that hirers of the venue have in place their own Venue Public Liability insurance.

4. Types of Insurance Affecting Martial Arts

a. Public Liability – protects the insured against claims of negligence in respect of bodily injury or property damage arising out of the operation of the business of the insured i.e. the teaching of martial arts.

- i. Additional Venue Public Liability may be required to cover claims in respect of bodily injury or property damage arising out of occurrences not directly related to the business e.g. a student slipping on a wet floor in a shower after the class has finished. This type of occurrence may not necessarily be covered under the Public Liability insurance held by the instructor in relation to the conducting of martial arts training.
- b. Product Liability – may be included in a Public Liability policy and protects the insured against claims resulting from products sold or supplied, such as food, drinks, equipment and clothing.
- c. Professional Indemnity – covers individuals against claims of negligence in respect of bodily injury or property damage when there has been error, omission or neglect by the individual in the process of giving advice or instruction, or the carrying out of their professional duties.
- d. Personal Accident – offers protection against loss of income if a person is unable to work through sickness or accident. May include medical benefits and lump sums to dependents in the event of death.
- e. Property Contents – covers the contents of the building owned or leased by the insured against such things as theft, accidental breakage of glass or other goods, damage to electrical appliances.
- f. Building Insurance – covers the building owned or leased by the insured against such things as fire, lightning, riot or civil commotion, storm or tempest, rain water damage (flood water damage is often excluded).
- g. Travel Insurance – provides cover against losses arising during travel (e.g. flights to an international competition) due to cancellation of flights, loss of baggage, personal injury sustained during travel.

## 5. Duty of Disclosure

- a. The legal obligation to disclose every matter that you know, or could be reasonably expected to know, that will be relevant to the insurer's decision whether to insure and, if so, on what terms.
- b. Duty of disclosure does not require disclosure of matters which:
  - i. The insurer knows, or ought to know, as an insurer
  - ii. Are common knowledge.
  - iii. Diminish the risk.
- c. Failure to comply with the Duty of Disclosure provisions may result in the insurer refusing payment of a claim. To do this the insurer must show that the client's failure to disclose meant the insurer entered into a contract that it would not have otherwise entered.

## 6. Insurance Policy Checklist

### a. What is covered?

i. Is it Public Liability, Professional Indemnity, Personal Accident? ii. If Public Liability, is Product Liability included?

### b. What is excluded?

i. For example, does the cover for Public Liability extend to the whole venue or just the martial arts training area?

### c. Who is covered?

i. For example, is it just you as head instructor, or are all instructors for your school covered under the one policy?

### d. When are you covered?

i. What is the period of cover e.g. 1 Jan XXXX to 31 Dec XXXX? ii. Are social events covered?

iii. Are inter-club competitions held at your school covered?

### e. Where are you covered?

i. Many policies will exclude incidents that occurred in USA or Canada. This will be relevant to overseas events.

ii. Most policies will only cover proceedings commenced in Australia.

The two aspects to be considered are:

1. Where the litigation commenced; and

2. Where the incident occurred.

### f. What is the level of cover?

i. Is the Public Liability cover \$10,000,000 or \$20,000,000?

ii. Is the cover per claim, or total claims during the policy period? This is particularly relevant where multiple instructors are covered under the one policy.

### g. What is the excess?

i. Is the amount reasonable considering the type of claim that may be made under the policy?

### h. Is it a "claims made" or "occurrence" policy?

i. "Claims made" policy is one for which claims will only be accepted where the claim is made within the period of the insurance and for events that occurred during the period.

ii. "Occurrence" policy will cover any incidents that occur within the insured period, regardless of when the claim is made. This type of policy is normally much more expensive as insurers must maintain funds to cover claims that could occur many years after the incident.

## 7. Notes Concerning Insurance Legislation in Australia

### a. Regulation of Insurance is a Federal responsibility

### b. Australian Legislation Affecting Insurance:

- i. Commonwealth Insurance Act 1973
  - ii. Australian Prudential Regulation Authority Act 1998
    - 1. Establishes the requirement for insurance companies to apply to the Australian Prudential Regulation Authority (APRA) to carry on business
  - iii. Insurance (agents and brokers) Act 1984
    - 1. A broker is a person or company acting an independent consultant and, for securing insurance for a client, is paid a commission by the insurer, the client of the insurer, or both
    - 2. The Act specifies the duties required of a broker
  - iv. Insurance Contracts Act 1984
    - 1. Applies to all insurance contracts entered into on or after 1 January 1986
- In general, the effect of all the foregoing legislation is to impose conditions and duties.

## **2) MANDATORY MINIMUM QUALIFICATIONS OF STAFF/OFFICIALS**

a) Instructors: An Instructor is a person who has final authority/management over the conduct of the class. An Instructor will:

i) Be Accredited. An Instructor is recognised as an Accredited Instructor if he/she:

1) is an accredited instructor with the NCAS (National Coaching Accreditation Scheme - administered by the Australian Sports Commission) or

2) is an accredited instructor with the NMAS (National Martial Arts Instructors Accreditation Scheme - administered by the MAIA)

ii) Be a Signatory to the MAIA National Code of Practise for Martial Arts Instructors and Centres – Attachment ‘1’

iii) Hold a current attendance certificate to a ‘Martial Arts Industry Risk Management Policy Orientation’ Workshop

iv) Be a signatory to the Martial Arts Industry Risk Management Policy

b) Assistant Instructors: An Assistant Instructor is a person who will assist an instructor in the management and conduct of a class. An Assistant Instructor will:

- i) Be a Signatory to the MAIA National Code of Practise for Martial Arts Instructors and Centres
- ii) Hold a current attendance certificate to a 'Martial Arts Industry Risk Management Policy Orientation' Workshop
- iii) Be a signatory to the Martial Arts Industry Risk Management Policy

c) Officials: An Official is a person who officiates (in whatever capacity e.g. judge, referee, timekeeper etc) at an event, tournament or contest. An Official will:

- i) Be Accredited. An Accredited Official will be defined as a person who has been accredited by the NOAS National Officiating Accreditation Scheme (administered by the Australian Sports Commission)
- ii) Be a Signatory to the MAIA National Code of Practise for Martial Arts Event/Tournament Promoters - Attachment '2'
- iii) Hold a current attendance certificate to a 'Martial Arts Industry Risk Management Policy Orientation' Workshop
- iv) Be a signatory to the Martial Arts Industry Risk Management Policy

### **3) CLASS SUPERVISION**

- i) In accordance with Education Department standards an instructor to student ratio of 1.24 will be adopted
- ii) When teaching persons under the age of 18 years at least one other adult person will be present at all times
- iii) Instructors and Assistant Instructors will adhere to the MAIA Child Safety/Protection Procedures - Attachment '4'.
- iv) Classes will be conducted in accordance with a 'Class Code of Conduct' based on the Attachment '7' template.

#### **4) APPROVED WAIVERS/UNDERSTANDING OF RISK CONTRACTS**

The template documents identified as Attachment '6' will be signed by all students at classes conducted by instructors that are signatories to his Policy

#### **5) HAZARD MANAGEMENT**

Hazard Management is any procedure, policy, rule or action that has as its function the reduction or removal of any risk that may be associated with the conduct of your martial arts class. This would include but not be limited to:

- a) Instructors will ensure that the training area is clear of any dangerous and/or sharp objects that may provide a risk of injury.
- b) Instructors will have access at all times to a fully equipped first aid kit.
- c) Persons must not wear jewellery or watches during training.

#### **6) SPARRING STANDARDS**

a) Definitions:

- i) Sparring: is where two or more practitioners engage in the motions or semblance of fighting, using any part of the body or a weapon, without the landing of heavy blows that might otherwise cause bodily harm, with the intention of safely training the practitioners in the use of various fighting techniques.
- ii) Free-sparing: is sparring where the use of fighting techniques by one or more of the practitioners is not predetermined or advised. The purpose of free- sparring is to test a practitioner's ability to respond spontaneously and effectively to unforeseen fighting techniques.
- iii) Control-sparing: is sparring where the motions of fighting are predetermined and known to each participant with the intention to drill the practitioner's ability to utilise one or more specific fighting techniques. Control-sparing includes any specified attack-defence routines being practised by two or more

practitioners to develop the skill of the practitioners in executing the technique.

b) Free-sparring Restrictions

- i) Practitioners with less than 20 hours training time in control-sparring, may not participate in free-sparring
- ii) Children aged less than 15 years may not participate in free-sparring.

c) Sparring Supervision

- i) For both free-sparring and control-sparring, the ratio of Accredited Instructors to practitioners must not exceed 1:24 (see “Staff/Officials Mandatory Minimum Qualifications”).

ii) Free-sparring: In addition to the provisions for sparring in general, one RMS Certified instructor/assistant instructor with a Senior First Aid certificate must be present to supervise every two practitioners engaging in free-sparring. Practitioners must be closely monitored to check on their physical and mental state.

d) Protective Equipment

- i) All participants in free-sparring must wear safety equipment as specified under “Approved Safety Equipment”

e) Participant Matching

- i) Free-sparring participants must be matched according to age, height, weight, maturity, skill levels and experience.
- ii) Deliberate mis-matching in free-sparring is only permissible where one of the participants is an Accredited Instructor, where the intention is to provide controlled coaching by the Accredited Instructor.

f) Sparring Rounds

- i) Free-sparring may not be conducted where the sparring rounds are of duration greater than 2-minutes.
- ii) Free-sparring may not be conducted where the rest breaks between sparring rounds are of duration less than 1-minute.
- iii) The number of rounds that a practitioner is required to participate in must be adequately controlled and reflect the level of skill or experience of the practitioner. In any case, the total duration of actual free-sparring must not exceed 24 minutes.

## **7) APPROVED SAFETY EQUIPMENT**

### a) General Provisions:

- i) Must be proprietary based i.e. not home-made
- ii) Must be maintained in good working order, preferably to manufacturers standards
- iii) Must be regularly cleaned with proper attention to hygiene (refer Sports Medicine Australia's Policy on Infections Diseases)

### b) The following safety equipment must be worn by all participants involved in free- sparring:

- i) Mouth-guard
- ii) Head-guard
- iii) Torso-guard
- iv) Sparring or boxing gloves
- v) Groin-guard (where kicks are allowed)
- vi) Shin-guards (where kicks are allowed)

### c) Focus-Mitts are to be worn when a practitioner is acting as a foil for punching drills.

### d) Throwing/Grappling Mats must be used for all activities involving the practice of throws, wrestling, submission holds; including where such activities are included in sparring.

### e) Appropriate instruction in the correct and safe use of any equipment supplied must be provided before the equipment is to be used

## **8) USE OF WEAPONS**

### a) Definitions:

i) Real Weapons: Any item designed or used or usable for inflicting bodily harm. (1) Real Weapons include:

- (a) Class A: any metal item with a sharp edge or point, such as a sword or knife
- (b) Class B: any metal item with a blunt edge or point
- (c) Class C: any wooden item with a sharp edge or point
- (d) Class D: wooden items not having a sharp edge or point and which are capable of causing damage through impacting, such as weapons commonly known as bo, jo, hanbo, bokken, and short sticks (such as used in Kali or Escrima)

ii) Safety Weapons: Any commercially available item, normally made of rubber, plastic or foam, designed to resemble or approximate the look of a Real Weapon but so constructed to disable or reduce the damaging function (e.g. cutting or impacting) of the weapon.

iii) Prohibited Weapons: Any weapon listed as prohibited under the NSW Weapons Prohibition Regulation 1998. Definitions of specific Prohibited Weapons are as defined under that Regulation, irrespective of the state or territory in Australia in which the usage may occur.

iv) Where a weapon is both a Real Weapon and a Prohibited Weapon, the restrictions listed for both categories apply.

#### b) Restrictions on Real Weapons

i) No Class A Real Weapons may be used in any circumstance.

ii) No Real Weapon of classes B, C and D may be used in free sparring irrespective of the skill of the participants involved or the use of safety equipment or padding. (Refer Sparring Standards for definition of “free- sparring” and “ controlled sparring”),

iii) No Real Weapons of classes B, C and D may be used for control-sparring by any practitioner with less than four (4) hours training in the use of the weapon.

iv) Real Weapons of classes B, C and D may be used for:

(1) Control-sparring; or

(2) The solo implementation of predetermined patterns (such patterns being commonly referred to as forms or katas);

v) When Real Weapons of classes B, C and D are used, a safety zone surrounding the practitioner(s) must be maintained. The safety zone is defined as being a minimum distance from surrounding persons of the length reachable by any of the practitioners when holding the weapon plus two metres.

#### c) Restrictions on Prohibited Weapons

i) Prohibited Weapons may not be used unless the practitioner holds an Instructor Permit or Sporting permit under the system administered by the Firearms Registry of the NSW Police Service or its equivalent in any state or territory of Australia.

ii) No Prohibited Weapon may be used in free-sparring irrespective of the skill of the participants involved or the use of safety equipment or padding.

## **9) HEALTH RISK MINIMISATION**

a) An appropriate Pre-Participation Questionnaire of a standard not less than that provided by Sports Medicine Australia must be completed by all participants prior to training.

b) Persons must advise the Instructor if suffering from any injury or medical condition, either permanent or temporary, which may be adversely affected by certain types of training. Examples of this may include blood pressure problems and cardiac disorders, neck, knee and back injuries, diabetes and asthma.

c) Persons with the above or like conditions must secure a medical certificate clearly stating that the person is able to participate in martial arts classes and whether there are any restrictions or conditions applicable.

d) The Infections Diseases Policy of Sports Medicine Australia shall apply at all times

e) Persons must not train if they are suffering from the flu or other viral infection that may be passed on to other persons.

f) Persons must not attend training under the influence of alcohol or illegal drugs.

g) Smoking is not allowed in the training area.

h) Persons training must give proper attention to personal hygiene and exhibit clean grooming; and ensure that fingernails and toenails are trimmed and clean.

i) Persons with a cut or bleeding injury must cease training immediately and receive appropriate first aid. Rejoining the training session will not be allowed until the instructor has deemed that is safe to do so. The procedures for dealing with cuts or bleeding injuries are as outlined in the Infections Diseases Policy of Sports Medicine Australia – Attachment ‘3’.

j) Training equipment, that has the potential to harbor disease, will not be shared – examples of equipment fitting this description would include but not be limited to: focus mitts, training gloves, groin guards and mouth guards.

## **10) POLICY COMPLIANCE CHECKS**

Persons so certified as signatories to this policy and/or being insured by Under The MAIA Martial Arts Insurance Policy will consent to 'spot checks' of their martial arts classes without notice. Said 'spot check' may be conducted by an appointed representative of the MAIA or the Insurance Underwriter. The checks will be conducted in accordance with the 'Risk Audit' guidelines that form an attachment to this policy.

## **11) PROHIBITED ACTIVITIES**

- i) throwing on an unmated surface
- ii) use of live blades in any circumstance
- iii) listed prohibited exercises. Exercises described as dangerous in the book 'Exercise Danger' (Attachment '5') or any other exercise so described by the MAIA at a subsequent time
- iv) activities previously referred to i.e.
  - i. use of non accredited instructors
  - ii. providing instruction to a student who has not signed a waiver/contract
  - iii. sparring outside the matching guidelines
  - iv. instruction/sparring outside the guidelines