



Combined Martial Arts Association

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COMBINED MARTIAL ARTS ASSOCIATION (CMAA) RISK MANAGEMENT POLICY (RMP)

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STATEMENT OF CONFIDENTIALITY

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Policy Statement

- 1.1 The Combined Martial Arts Association (CMAA) is committed to the health, safety and well-being of all its members and is dedicated to providing a safe training environment for participating in martial arts activities.
- 1.2 To maintain a safe training environment there is a need to develop and use a robust Risk Management Policy (RMP) ensuring that CMAA members obtain the best instruction possible in a safe and secure training environment.
- 1.3 This Risk Management Policy conveys a message to all CMAA members, and prospective members, responsible for martial arts activities, including those involving members under 18 years of age, about minimizing the risk exposure of these members. All CMAA members, particularly instructors, assistant instructors, age managers, coaches, officials, trainers and management personnel, have a responsibility to provide safeguards dedicated to the well-being of other members.
- 1.4 Training activities conducted by CMAA instructors, assistant instructors or other members of the CMAA that do not comply with this policy, is not acceptable. The CMAA encourages all such incidents as described in this policy, to be reported immediately to the Executive Leadership Team of the CMAA.
- 1.5 The CMAA Executive Leadership Team continues its support of the development of specific procedures and processes for addressing CMAA member protection, in accordance with CMAA Policies and the laws of that country.
- 1.6 The Combined Martial Arts Association Risk Management Policy is to be read in conjunction with the following Combined Martial Arts Association documentation and policies:
 - CMAA Constitution and Bi Laws
 - CMAA Mission Statement
 - Code of Conduct
 - CMAA Equity Policy
 - CMAA Class Conduct and Management, Coaching Points and Physical Training Rules and Guidelines
 - CMAA Risk and Waiver/Indemnification Forms
 - CMAA Medical Information Declaration and Release Forms
 - Occupational Health and Safety Procedures



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Chairman - Executive Leadership Team
Combined Martial Arts Association

26th December 2019

9th Dan, Cacoy Canete Doce Pares World Wide
8th Dan Pangamot Cacoy Canete Doce Pares World Wide
5th Dan World Eskrima Kali Arnis Federation
Senior Instructor Black Eagle Arnis Eskrima
4th Dan Zen Goshu Goshin Jutsu

4th Tan World Tae Kwon Do Federation
1st Dan Australian Tae Kwon Do Federation
1st Dan Keenan Karate
A Class Military Unarmed Combat Instructor
Australian Army - Retired

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1.0 Preamble

1.1 This Policy document is the agreed Risk Management Policy of the Combined Martial Arts Association (CMAA). It is to be used in conjunction with the following CMAA documentation:

- (a.) CMAA Constitution and Bi Laws
- (b.) CMAA Code of Conduct
- (c.) CMAA Mission Statement
- (d.) CMAA Member Protection Policy
- (e.) CMAA Child Protection Policy
- (f.) CMAA Equity Policy
- (g.) CMAA Class Conduct and Management, Coaching Points and Physical Training Rules and Guidelines
- (h.) CMAA Risk and Waiver/Indemnification Forms
- (i.) CMAA Medical Information Declaration and Release Forms
- (j.) Sample Occupational Health and Safety Procedures

2.0 Understanding Risk Management

2.1 Risk: The Australian/New Zealand Standard on Risk Management AS/NZS 4360:2004 defines "risk" as "the chance of something happening that will have an impact on objectives".

2.2 Risk Management: The Australian/New Zealand Standard on Risk Management AS/NZS 4360:2004 defines "risk management" as "the culture, processes and structures that are directed towards the effective management of potential opportunities and adverse effects."

3.0 Risk Assessment Process

3.1 The risk assessment process includes the following:

- (a.) Establish context & Identify Risks: establishing the risk context and undertaking a risk audit to identify risks against that context.
- (b.) Analyse & Evaluate Risks: summarizing 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.
- (c.) 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.
- (d.) Monitor & Review: regular monitoring and review of the plan against set timeframes.

4.0 Considerations

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.

Negligence: The failure to exercise appropriate standards of care to minimize 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 minimize 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 wilfulness.

5.0 Insurance

5.01 Understanding Insurance as part of Risk Management, Insurance is a Risk Transfer Tool it is the responsibility of all CMAA members to provide their own personal insurance for all CMAA activities:

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

5.02 An instructor must ensure that CMAA members participating have in place appropriate levels of personal insurance and have completed all Liability Waiver documentation.

5.03 The CMAA must ensure that the venue owner holds appropriate building "Venue Public Liability" (see below for definition).

6.0 Public Liability Insurance.

6.01 Types of Insurance Affecting Martial Arts training that CMAA members need to be aware of and decide on include the following:

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

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 activity 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 normal Public Liability insurance held in relation to the conducting of martial arts training.

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.

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.

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.

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.

Building Insurance – covers the building owned or leased by the insured against such things as fire, lighting, riot or civil commotion, storm or tempest, rain water damage (flood water damage is often excluded).

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.

6.02 Duty of Disclosure is defined as follows:

- (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.

6.03 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 the USA or Canada. This will be relevant to overseas events.
 - ii. Most policies will only cover proceedings commenced in the country of origin of the policy. 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 \$5,000,000 or \$10,000,000?
 - 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.

7.0 Mandatory Minimum Qualifications – Staff/Officials

7.1 Definitions:

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 CMAA Instructor if he/she:
 - 1) Is an accredited instructor with the National Coaching Accreditation Scheme (administered by the Australian Sports Commission) or other similar national coaching body administered by the government of a nation, or
 - 2) Is an accredited instructor with the Combined Martial Arts Association.
- ii. Be a signatory to the CMAA Code of Practice
- iii. Be a signatory to the CMAA Instructors Code of Ethics

iv. Be a signatory to the CMAA Risk Management Policy

v. Have completed suitable levels of training and attained a Martial Arts Instructor qualification as recognized by the CMAA.

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 CMAA Code of Practice
- ii. Be a signatory to the CMAA Risk Management Policy

8.0 Class Supervision

8.1 CMAA class supervision is to ensure at all times that CMAA members participate in safely conducted activities within a suitable training environment relevant to the training activity undertaken and in consideration of the ability of all the participants including those with disabilities, injuries and medical conditions. The following guidelines will apply:

- i. A CMAA approved 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. CMAA, visiting and or guest Instructors, CMAA Instructors and Assistant Instructors will adhere to the following:
 - 1. CMAA Constitution and Bi Laws
 - 2. CMAA Code of Conduct
 - 3. CMAA Mission Statement
 - 4. CMAA Member Protection Policy
 - 5. CMAA Child Protection Policy
 - 6. CMAA Equity Policy
 - 7. CMAA Class Conduct and Management, Coaching Points and Physical Training Rules and Guidelines
 - (k.) CMAA Instructor Code of Ethics
 - (l.) CMAA Member/Student Code of Conduct
 - 8. CMAA Risk Management Policy
 - 9. Occupational Health and Safety Procedures
 - 10. CMAA Risk and Waiver/Indemnification Forms
 - 11. CMAA Medical Information Declaration and Waiver Forms

9.0 Approved Waivers/Understanding of Risk Contracts

- 9.1 The CMAA waiver and medical information documents will be signed by all students or CMAA members prior to attending classes conducted by CMAA instructors that are signatories to this Policy.

10.0 Hazard Management

- 10.1 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 CMAA martial arts classes. This would include but not be limited to:
- i. Instructors will ensure that the training area is clear of any dangerous and/or sharp objects that may present a risk of injury.
 - ii. Instructors will have access at all times to a fully equipped Sports Injury first aid kit.
 - iii. Instructors will have access to medical provider emergency numbers at all times.
 - iv. Instructors at all times will have access to CMAA members and students emergency contact numbers and medical information at all times.
 - v. CMAA members and other students training must comply with the following:
 - a. Do not wear jewellery or watches during training.
 - b. Have closely trimmed finger and toe nails.
 - c. Persons with long hair are to ensure that it is tied back and is secure.
 - d. Persons training are to ensure that their personal hygiene is maintained and appropriate for the training conducted.
 - e. All persons must ensure that training uniforms are always clean and in a serviceable condition before training.
 - f. No person is to use personal training equipment for CMAA activities until it has been inspected and approved for use by a CMAA Instructor.
 - g. All persons training must adhere to the directions of the Instructor/Assistant Instructor.

11.0 Sparring Standards

11.1 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-Sparring:** 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) Controlled-Sparring: is sparring where the motions of fighting are predetermined and known to each participant with the intention to drill the practitioner's ability to utilize one or more specific fighting techniques. Control-sparring includes any specified attack-defence routines being practiced by two or more practitioners to develop the skill of the practitioners in executing the technique.

11.2 Free-Sparring Restrictions:

11.2.1 The following restrictions to Free-Sparring apply:

- i. Practitioners with less than 20 hours training time in controlled-sparring may not participate in free-sparring.
- ii. Children aged less than 15 years may not participate in free-sparring unless directly supervised by an Instructor or an Assistant Instructor or a CMAA member delegated to supervise such an activity.

11.3 Sparring Supervision

11.3.1 The following considerations apply in the Instructor supervision of sparring:

- i. For both free-sparring and controlled-sparring, the ratio of Accredited Instructors to practitioners must not exceed 1:24.
- ii. Free-sparring: In addition to the provisions for sparring in general, one CMAA recognized instructor/assistant instructor with a Senior First Aid certificate must be present to supervise practitioners engaging in free-sparring. Practitioners must be closely monitored to check on their physical and mental state.

11.4 Protective Equipment

11.4.1 All participants in free-sparring must wear safety equipment as specified under "Approved Safety Equipment"

11.5 Participant Matching

11.5.1 Free-sparring participants must be matched according to age, height, weight, maturity, skill levels and experience.

11.5.2 Deliberate mismatching in free-sparring is only permissible where one of the participants is an Accredited Instructor/Assistant Instructor, or CMAA member directed and monitored by the Instructor where the intention is to provide controlled coaching or skills development.

11.6 Sparring Rounds

11.6.1 Free-sparring may not be conducted where the sparring rounds are of a duration greater than 2-minutes.

11.6.2 Free-sparring may not be conducted where the rest breaks between sparring rounds are of a duration less than 1-minute.

11.6.3 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 as well as physical fitness and endurance.

12.0 Approved Safety Equipment

12.1 General provisions concerning CMAA approved safety equipment are as follows:

- 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

12.2 The following safety equipment must be worn or used by CMAA participants involved in free sparring as directed by the CMAA Instructor as relevant to the activity being conducted:

- 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)
- vii. Other body protection equipment as applicable to the training conducted
- viii. Focus-Mitts and kick shields are to be worn or used when a practitioner is acting as a foil for punching drills.
- ix. 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.
- x. Appropriate instruction in the correct and safe use of any equipment supplied must be provided before the equipment is to be used

13.0 Use of Weapons

13.1 The following guidelines are applicable for the use of weapons in any CMAA activity and training session:

Definitions:

Real Weapons: Any item designed or used or usable for inflicting bodily harm. Real Weapons include:

Class A: Any metal item with a sharp edge or point, such as a sword or knife

Class B: Any metal item with a blunt edge or point

Class C: Any wooden item with a sharp edge or point

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 Arnis/Eskrima)

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.

Prohibited Weapons: Any weapon listed as prohibited under legislation. Where a weapon is both a Real Weapon and a Prohibited Weapon, the restrictions listed for both categories apply.

13.2 Restrictions on Real Weapons relating to CMAA training are as follows:

- i. No Class A Real Weapons may be used in training unless under strict supervision by the Instructor in a controlled training environment.
- ii. No Real Weapon of classes B, C and D may be used in free-sparring unless closely supervised by an Instructor qualified and experienced to do so and utilizing appropriate 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 controlled-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) Controlled-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 A, 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 one meter.

13.3 Restrictions on Prohibited Weapons relating to CMAA training are as follows:

- (a.) Prohibited Weapons may not be used unless the practitioner holds relevant licensing under the system administered by the government of the country where the activity is occurring.
- (b.) 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.

14.0 Health Risk Minimization

- 14.1 An appropriate Pre-Participation Questionnaire approved by the CMAA must be completed by all participants prior to training.
- 14.2 Persons are responsible to 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. i) Examples of this may include blood pressure problems and cardiac disorders, neck, knee and back injuries, diabetes and asthma.

- 14.3 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.
- 14.4 Hygiene principles will be applied at all times with wet areas and ablutions being properly maintained, suitable hand soap dispensers and hand towels being available and training equipment and mats being cleaned on a regular basis
- 14.5 Persons must not train if they are suffering from the flu or other viral infections that may be passed onto other persons.
- 14.6 Persons must not attend training under the influence of alcohol or illegal drugs.
- 14.7 Smoking is not allowed in the training area or immediately adjacent to the training area and or facility.
- 14.8 Persons training must give proper attention to personal hygiene and exhibit clean grooming; and ensure that fingernails and toenails are trimmed and clean.
- 14.9 Persons with a cut or bleeding injury must cease training immediately and receive appropriate first aid. Re-joining 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 per the guidelines of Senior First Aid.
- 14.10 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:
 - a. Focus mitts
 - b. Training gloves
 - c. Groin guards
 - d. Mouth guards.

15.0 Policy Compliance Checks

- 15.1 Policy compliance checks will be conducted as per the CMAA Occupational Health and Safety Policy.

16.0 Prohibited Activities

- 16.1 The following activities are prohibited:
 - i. Throwing of not suitably trained persons on an unmated surface.
 - ii. Use of live blades (Class A weapons) without suitable supervision.
 - iii. Exercises described as dangerous by the Executive Leadership Team of the CMAA.

- iv. Use of visiting or guest instructors who have not been briefed on CMAA Occupational Health and Safety, Instructor Code of Conduct, CMAA Code of Practice and other CMAA policy and procedures relevant to the maintenance of a safe training environment.
- v. Providing instruction to a CMAA member or visiting student or trial membership participant who has not signed a liability waiver/contract and who has not completed medical information/waiver documentation.
- vi. Sparring outside matching guidelines either as outlined by the Instructor or if not correctly monitored by the Instructor.
- vii. Instruction/sparring outside the guidelines or directions of the Instructor.

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