

Terms and Conditions

Published February 1, 2022 (<https://kjaswords.com/shop-and-service-policies/>)

The following terms and conditions apply to everyone who:

- visits kjaswords.com
- purchases a product through kjaswords.com
- participates in an online or in-person activity run by Kaja Sadowski (that's me!).
This includes consultations, workshops, guest talks, and special events.

In summary: the information on this website is aimed at a general audience and is not advice for any specific person in a specific situation. It does not constitute legal or medical advice, and is no replacement for direct instruction from a trained professional.

I am not liable for any harm to you that results from the use or misuse of my website information, published works, consulting advice, or products.

Martial arts and movement skills are risky, and you acknowledge that you might get hurt doing them. You are expected to treat others with respect during online and in-person activities. If you violate the **Client Code of Conduct** outlined below, I may kick you out, end the activity early, and/or pursue further disciplinary or legal action.

Information provided via kjaswords.com and related products

The information on my website is intended to help you make informed decisions on your own behalf. It is not targeted advice for any one person in a specific situation, and is not legal or medical advice. This includes the contents of my blog, my videos, my books, and all course materials.

Materials made for a specialist audience (e.g. books or courses for martial arts instructors) may come with additional disclaimers.

I do my best to make sure that the information I share is accurate, useful, and up-to-date. If I have made an error of fact, please let me know so that I can correct it.

I cannot guarantee the long-term accuracy, reliability, or applicability of the information I share. This is especially true if a few years have passed since it was first published. Please use your own judgement when applying this information to your own life. If you have doubts or specific questions, consult a qualified professional.

When I first link to an external resource, I try to ensure that it is stable, accurate, and trustworthy. That said, a link is not an endorsement of the person or organization that produced the linked content. If a link on my site appears to be broken, please let me know so that I can fix it.

Participating in online or in-person workshops, courses, and lessons

I teach movement and fighting skills, and these come with risks! By participating in a workshop, course, or lesson, you accept that the risks associated with these activities include, but are not limited to, any physical or mental injury (including death) resulting from:

- the use or misuse of training equipment
- strenuous or unfamiliar physical activity
- contact with other participants
- the layout or features of the training area. This may be an indoor facility; an outdoor location such as a park or schoolyard; or your own home.

You are responsible for knowing and respecting your body's limits. This includes:

- opting out of exercises or activities that will worsen your existing injuries or illnesses
- letting me know if an activity I suggest causes you pain or serious discomfort
- taking breaks, drinking water, and eating food as needed
- clearly communicating your limits to me and/or your training partner(s). This can include setting boundaries prior to an activity, or stopping during training if it gets painful or distressing.

You are also responsible for the safety and well-being of your fellow participants. This includes:

- respecting your training partners' limits and stopping when they ask you to stop
- following all safety instructions

- letting me know if you notice dangerous behaviour or terrain (e.g. a tripping hazard)
- following the **Client Code of Conduct**, as well as any rules provided by the facility or event host

The nature and limits of the consulting relationship

My job as a consultant is to give you useful information, tools, and feedback as you work on your own projects. I am here to support you to the best of my ability; you're the one doing the work and making the decisions.

I will not write your policies, plan your workshops, or build your curriculum for you. You are responsible for producing your own content, even if you use worksheets or checklists that I provide. I will not communicate with others on your behalf. My role is strictly advisory.

Any advice I give you is the product of my own experience and research, and is as applicable and accurate as I can manage. You are responsible for deciding what to do with the information and tools I provide. I will never force you to do what I say. You are responsible for the actions you take as a result of our conversations, and for any consequences that arise from those actions.

I will not provide advice that falls outside my scope of practice. If you need legal advice or other specialized services, I may recommend a relevant expert. I do not benefit financially from such referrals, and you are not obligated to work with anyone I suggest.

If you make decisions that I believe endanger you, your staff, or your clients—or if you engage in discriminatory or unethical conduct—I may immediately end our working relationship. Any future sessions will be cancelled.

Hiring me as a consultant does not entitle you to use my name, branding elements, or image to promote your own work. My choice to take you on as a client is not a professional endorsement.

This is a professional relationship, and is subject to the **Client Code of Conduct**.

Intellectual property

I own (or am licensed for) all intellectual property rights on this website, unless I say otherwise. This includes all text, images, videos, design elements, and other content.

I also own all intellectual property rights for my published content. This includes books, course materials, and other products sold through this website. It also includes materials provided to consulting clients such as worksheets and handouts.

You may not copy, modify, distribute, or share any of my content without my written permission. You may not use any of my content for commercial purposes without my written permission.

You may not use any of my content for illegal purposes, or to harm others.

General exclusion of liability

I am not liable for any damages, claims, costs, or losses arising out of your use of my services, products, information, or advice.

I do not guarantee that information on my website or in my published works is complete, up-to-date, or otherwise reliable for any particular purpose.

I am not liable if content becomes unavailable. I may remove content from my website at any time. I cannot guarantee that externally-linked content will remain available.

I am not liable for any damages in connection with linking to external websites. I don't monitor external resources I link to and am not responsible for any content on external websites. External links are for your convenience only and you use them at your own risk.

I follow current best practices for the handling of all personal and business information. However, I cannot guarantee that information you send me over the Internet will never be intercepted, lost or disclosed. I am not liable if this happens.

I am not liable for service delays or interruptions, including but not limited to: product stock shortages, shipping delays, software service outages, cancelled or rescheduled appointments.

My responsibilities to you

My goal as a coach and consultant is to help you grow.

I am responsible for creating a healthy, safe, and effective learning environment, to the best of my ability. This includes:

- tailoring my one-on-one advice and instruction to your physical, emotional, and psychological needs
- providing options within group activities that accommodate a range of abilities and needs
- getting your informed consent for all activities and physical contact
- respecting your boundaries and stopping any activity when you ask me to, or when I see that it is causing harm
- giving you regular opportunities to rest, eat, and drink during physical activity
- checking in during psychologically and emotionally challenging activities and providing aftercare when appropriate
- limiting my scope of practice to areas where I have relevant expertise
- protecting you from harassment and discriminatory behaviour during our activities

In a nutshell, you are the expert on your own experiences and needs. I'm here to help you learn and expand your physical and emotional capabilities. You are still in charge of that process, and I won't make you do anything you don't want to do, or that harms you.

I am responsible for handling your personal information and intellectual property in accordance with my **Privacy Policy**.

If I need to cancel or reschedule a booking or end our working relationship, I am responsible for providing you with written notice. I will make every effort to do so in a timely manner.

Policies are subject to change

All website policies are subject to change. I may notify you of major changes, but am not required to do so. Whenever you make a purchase in my shop or visit this website, you agree to the current Terms and Conditions. If you come back later and I have updated them since your last visit, you agree to follow the updated version.

Client Code of Conduct

The following code of conduct applies to all participants in any online or in-person activity run by Kaja Sadowski (that's me!). This includes consultations, workshops, guest talks, and special events.

1. Treat others with respect and patience. We all have different levels of experience, backgrounds, and learning and communication needs. These may occasionally conflict. You are expected to engage with others in good faith and to treat other participants equitably.
2. When referring to another participant, use their correct personal pronouns (e.g. she/he/they). If you are not sure what pronouns someone uses, ask them. Deliberate or ongoing misgendering (using incorrect pronouns or inappropriate gendered terms such as "woman", "boy", etc. for another person) is considered harassment and will result in disciplinary action.

I am a non-binary person who uses they/them pronouns (e.g. "Kaja is my coach. They are teaching me how to swordfight.") Misgendering me or making discriminatory comments about my gender is grounds for the immediate termination of our working relationship.

3. You are responsible for your safety and are the best authority on your own physical and psychological limits. Please tell me about any injuries, disabilities, or other risk factors that may affect our work together. If an activity feels unsafe or like it's harming you, you may stop at any time. This includes conversations and other non-physical activities.
4. During partnered or group activities, you are expected to care for your training partners' safety as well as your own. If you behave in a manner that endangers or harms others, you will be asked to stop, and may be subject to disciplinary action.
5. Calibrate your level of resistance, force, and aggression to an appropriate level for your training partner and the current activity. If in doubt, ask your partner what they expect, or check in with me.
6. Your personal information is your own to disclose. If a conversation or activity includes sharing private details about yourself or your business, you can always opt

out. Pressuring others to share information they do not wish to disclose is considered harassment and will result in disciplinary action.

7. While I am often friendly with my clients, our relationship is professional. You can always contact me via email (or any other means I provide you) to discuss our work. You may not contact me for inappropriate reasons (e.g. to pursue a romantic or sexual relationship) or contact me via personal channels I have not shared with you (e.g. private social media account, home address).

Inappropriate comments or behaviour (including sexual remarks, non-consensual physical contact, and comments on my appearance, lifestyle, or other personal matters) are grounds for immediately ending a consulting session or meeting, and may be grounds for the termination of our working relationship.

8. Discriminatory behaviour and harassment is prohibited, and will result in disciplinary action. This includes—but is not limited to—discrimination based on race, gender, gender identity, sexual orientation, ethnic or religious background, body size, and ability; as well as verbal, physical, and sexual harassment.

Any disciplinary action will depend on the nature, severity, and context of the violation.

At minimum, I will immediately put a stop to the inappropriate behaviour and tell the perpetrator how to correct the issue. I may also remove them from the training space or activity, or stop the activity altogether. Serious violations may result in the immediate termination of our working relationship, a ban from future activities, and/or legal action.

I will follow up in writing on all incidents requiring discipline. I will keep incident records on file indefinitely.

If you see someone violating the Code of Conduct, or something happens during an activity that makes you feel uncomfortable or unsafe, please let me know as soon as possible. You may speak to me directly, send a private message via Zoom's chat feature, or email me at kaja@kajaswords.com.