

PANDEMIC WAIVER AND PROTOCOLS

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. It is also believed that persons may have COVID-19 and may be capable of spreading it to others even if they do not have any outward symptoms. Some people with COVID-19 may never manifest symptoms. As a result, federal, state, and local governments and health agencies have recommended that people maintain social distancing, and have, in many locations, prohibited the congregation of groups of people.

Rodrigo Freitas Brazilian Jiu-Jitsu (the “Academy”) has put in place preventative measures to help reduce the spread of COVID-19. However, the Academy **cannot guarantee** that students, their families, or visitors to the Academy will not become infected with COVID-19. In addition, Brazilian Jiu-Jitsu is a contact martial art, and attending the Academy or engaging in Brazilian Jiu-Jitsu **could increase the risk of students becoming exposed to or contracting COVID-19** and exposing others to COVID-19.

I AM AWARE AND UNDERSTAND THAT CONTINUING TO TRAIN AND WORK OUT IN RODRIGO FREITAS BRAZILIAN JIU-JITSU’S PUBLIC FACILITY DURING THIS PANDEMIC IS POTENTIALLY DANGEROUS AND INVOLVES THE RISK OF SERIOUS INJURY, ILLNESS, AND/OR DEATH. I ACKNOWLEDGE I AM KNOWINGLY AND VOLUNTARILY TRAINING AND WORKING OUT IN RODRIGO FREITAS BRAZILIAN JIU-JITSU’S PUBLIC FACILITY WITH THE EXPRESS UNDERSTANDING OF THE DANGERS INVOLVED, AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF RODRIGO FREITAS BRAZILIAN JIU-JITSU OR OTHERWISE.

I am the individual named below (referred to as, “I,” “myself,” or “me”), and I desire to train, workout, and participate in physical fitness activities at the gym facility operated by the Academy located at 5225 W. Rosecrans Ave. Hawthorne, CA. 90250 during the pandemic associated with severe acute respiratory syndrome coronavirus 2 (“SARS-CoV-2”) and the 2019 novel coronavirus (“COVID-19”) (the “pandemic”), despite the known risks. As lawful consideration for being permitted to train, workout, and participate in physical fitness activities at the Academy during this pandemic, I agree to all the terms and conditions set forth in this agreement (the “Agreement”).

I agree to comply with all policies requested by the Academy while using their facility. In addition to all precautions taken by the Academy, I agree to follow all guidelines recommended by the CDC, WHO, and federal, state, and local authorities with respect to the pandemic. Such guidelines includes but is not limited to, frequently washing hands for at least 20 seconds throughout training and working out; avoiding touching eyes, nose, and mouth with unwashed hands; covering coughs and sneezes; social distancing of at least six feet; cleaning and disinfecting frequently touched surfaces and workout equipment and machines; staying home if I am exhibiting any symptoms associated with SARS-CoV-2 or COVID-19, or have been diagnosed with SARS-CoV-2 or COVID-19. I agree to immediately notify the Academy if I am feel ill, running a fever, and/or test positive for SARS-CoV-2 or COVID-19.

I acknowledge that Rodrigo Freitas Brazilian Jiu-Jitsu has advised me of the health risks in training and working out in a public facility during the pandemic, and has offered me the option of remote Zoom training. I also acknowledge that it is impossible for the Academy to sanitize and clean its location to prevent the exposure and risk of myself from contracting the pandemic. At this time, human contact or confinement in the same location carries with it certain inherent risks that cannot be eliminated regardless of the care taken to by the Academy or myself. I have read this Waiver and I know and understand and appreciate these and other risks are inherent in the activity I am participating in at the Academy.

I HEREBY EXPRESSLY WAIVE AND RELEASE ON BEHALF OF MYSELF AND ANYONE WHO CAN MAKE SUCH CLAIMS BY OR THROUGH ME, ANY AND ALL CLAIMS, LAWSUITS, DAMAGES, OR LOSSES (COLLECTIVELY, "CLAIMS") AGAINST RODRIGO FREITAS BRAZILIAN JIU-JITSU, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, ILLNESS, DEATH, OR OTHERWISE ARISING OUT OF, OR ATTRIBUTABLE TO, THE EXPOSURE I WILL HAVE BY TRAINING OR WORKING OUT IN A PUBLIC FACILITY, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE ACADEMY OR ANY RELEASEES, OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST RODRIGO FREITAS BRAZILIAN JIU-JITSU OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE RODRIGO FREITAS BRAZILIAN JIU-JITSU AND ALL OTHER RELEASEES FROM LIABILITY FOR SUCH CLAIMS.

By signing this agreement I voluntarily agree to assume all of the foregoing risks, and accept sole responsibility for any injury, including, but not limited to, any personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I may experience or incur in connection with my attendance at the Academy or participation in any activities at the Academy. I hereby release, discharge, hold harmless, and covenant not to sue anyone, including, but not limited to, the Academy, its shareholders, instructors, coaches, employees, students, volunteers, agents, and representatives, and the Academy's landlord(s), its/their owners, employees, agents, and representatives from any claim or demand for any injury, including, but not limited to, any personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, arising out of my potential exposure to or infection with COVID-19 at the Academy. I further agree that this waiver shall be binding not only on myself, but on my heirs, successors, or assigns. By signing this agreement I represent and agree that I will not come to the Academy if I am infected or become infected with COVID-19, or suspect I may be infected with COVID-19, or suspect I may have been exposed to COVID-19, or if I have any symptoms associated with COVID-19 infection such as cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, loss of taste or smell, nausea, vomiting, or diarrhea.

BY SIGNING BELOW, I ACKNOWLEDGE I HAVE READ AND FULLY UNDERSTOOD ALL THE TERMS OF THIS WAIVER AND I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RODRIGO FREITAS BRAZILIAN JIU-JITSU, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed:

If signatory is not 18 years or older, a parent/legal guardian agrees to all the terms of this Waiver

Printed Name:

Printed Name:

Date:

Date: