**RHBJJ, LLC = (Red Hook Brazilian Jiu Jitsu LLC)**

**COVID-19 Waiver**

In addition, the undersigned acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including several cases in New York. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the New York State Department of Health and Human Services (NYSDHHS), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of RHBJJ, LLC (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the facilities, services, and programs of RHBJJ, LLC on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants, that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of RHBJJ, LLC if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify RHBJJ, LLC immediately if he or she believes that any of the foregoing access/use restrictions may apply. RHBJJ, LLC has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that RHBJJ, LLC may revise its procedures at any time based on the updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with RHBJJ, LLC revised procedures prior to utilizing the facilities, services, and programs of RHBJJ, LLC. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by RHBJJ, LLC social distancing of 6 feet person among participants, and/or participants and his/her instructors, in an instructional setting is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of RHBJJ, LLC and acknowledges that the use thereof by the undersigned and/or such participating children may, despite RHBJJ, LLC reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

 IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER RHBJJ, LLC FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATING IN ANY ON-SITE, OFF-SITE, OR AT-HOME PROGRAM AFFILIATED WITH RHBJJ, LLC, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE RHBJJ, LLC, its directors, officers, employees, volunteers, and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of RHBJJ, LLC or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with RHBJJ, LLC. The undersigned expressly and knowingly waives all rights under the California Civil Code Section 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RHBJJ, LLC, its directors, officers, employees, volunteers, and agents, and each them from any loss, liability, damages, or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child in is, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with RHBJJ, LLC. The undersigned understands and agrees that RHBJJ, LLC is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises of any facilities or equipment therein or participating in any program affiliated with RHBJJ, LLC.

The undersigned agrees and acknowledges that the use of RHBJJ, LLC facilities and services, and participating in the RHBJJ, LLC programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of RHBJJ, LLC and/or while using the premises or any facilities or equipment thereon or participating in any program, including online, remote, or virtual programs, affiliated with RHBJJ, LLC. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof. THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

 I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FORM THAT FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM RJHBJJ, LLC IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY RHBJJ, LLC FACILITY OR PROGRAM AND ANY ILLNESS, INJURY, OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO RHBJJ, LLC THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

 **I have read and understand the terms of Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.**

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 Signature Date