

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

- **Assumption of Risk.** Aftermath BJJ, LLC (referred to herein as “Aftermath”) strives to do everything possible to ensure the safety of its students. I acknowledge, accept and agree that the participation in martial arts, including but not limited to, Brazilian Jiu Jitsu, Muay Thai, and Boxing, involves inherent risk. I have received information regarding the martial arts classes, services, and programs provided by Aftermath (“Programs”). I have full knowledge of the nature and extent of all the risks associated with participation in Aftermath Programs including, but not limited to, (1) contusions, (2) sprains, (3) strains, (4) fractures, (5) hyperextension of joints, (6) nosebleeds, (7) cuts (8) abrasions, (9) and bacterial and viral infections.

I further acknowledge that COVID-19 is a respiratory illness that can spread from person to person, mainly through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their mouth, nose, or possibly their eyes. I understand that, although Aftermath strives to maintain a clean and healthy environment and requires all participants to sign and abide by the **Aftermath COVID-19 Policy**, I could contract COVID-19 or other diseases such as the flu or legionnaire’s disease which could result in a personal injury, illness, serious medical condition requiring medical treatment in a hospital, permanent disability, or could possibly lead to death as a result of my participation in Aftermath Programs.

I acknowledge that the above list is not inclusive of all possible risks associated with participation in Aftermath Programs and in no way limits the extent or reach of this assumption or risk, release of liability and indemnification. The risks described above can cause personal injury, damage to my property, and even death.

I confirm that I am mentally and physically capable of participating in Aftermath Programs. In order to avoid injury and illness, I understand that Aftermath advises me to consult with a physician before beginning any martial arts or fitness program. If my physical condition or mental condition changes after the execution of this **Assumption of Risk, Waiver of Liability, and Indemnity Agreement (the “Agreement”)** such that I am not capable of participating in the Aftermath Programs, I should cease to participate immediately. I will read carefully and follow the posted rules of Aftermath and follow the directions of the staff.

Release and Indemnification. I, on behalf of myself, and my minor children (if applicable), voluntarily enter into this Agreement. I hereby covenant not to sue and voluntarily agree to waive, release, defend, indemnify, and hold harmless Aftermath and its officers, directors, agents, employees, volunteers, contractors and representatives (collectively, “Releasees”) from any and all liability, causes of action, or claims for any injuries (including contraction of COVID-19, serious injuries and death) or damages as a result of my participation in any Aftermath Program, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF AFTERMATH OR THE RELEASEES. I understand that this Agreement does not waive any claims resulting from gross negligence, willful, reckless or wanton misconduct by Aftermath. I also understand that Aftermath is not responsible for the acts of third parties under this Agreement.

- **Cal. Civ. Code § 1542.** I am aware of and specifically waive the provisions of California Civil Code § 1542, which provides as follows:

“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.”

- **Governing Law and Severability.** This Agreement shall be governed by the laws of the state of California. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

BY SIGNING BELOW, I CERTIFY THAT I HAVE CAREFULLY REVIEWED THIS AGREEMENT AND VOLUNTARILY AGREE TO ITS TERMS.