

# Zenyo Jiu Jitsu Terms And Waiver

To keep our members and teammates healthy and safe we ask all members to agree to the below commitments before entering, and throughout their time in the club.

## Terms

- If you have been diagnosed with COVID-19, have symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 you may not enter the club.
- Members with a temperature above 100 degrees will not be allowed to use the club.
- Plan to comply with local, state or federal guidelines which may require you to bring and wear your own mask while in certain areas of the club/property.
- Wash your hands for a minimum of 20 seconds upon entering the club and before you leave.
- Maintain proper physical distancing of at least 6' at all times.
- Per CDC guidelines, it is recommended to wear a mask/face covering.

## Training Waiver

I, the undersigned, do hereby waive all claims against any and all persons associated with Zenyo Jiu Jitsu and Meadow Mill Athletic Club. I understand that I am participating in a martial art which has body contact. I understand that this form of martial arts

involves choke holds, arm locks, neck cranks, ankle locks, throws, slams, punches, kicks, elbows, knees and such which could potentially cause serious injury or even death. I assume full responsibility for all my actions during and connected to the above organization. I understand the risk of participating in this form of martial arts training and hereby release Zenyo Jiu Jitsu, and all its agents, employees, students and associates of and from any and all liability, claims, demands, actions, medical bills and causes of action whatsoever arising out of or relating to any negligent or other act or omission and/or any loss damage or injury, including death, that may be sustained by the undersigned or any property of the undersigned in participating in this form of training. I, the undersigned, also state that I am in good physical condition and know of no reason why I cannot train in this form of training. I understand that in case of emergency, I hereby authorize any licensed medical personnel to perform any accepted medical assistance deemed necessary and I agree to bear the expense of any such treatment. As additional consideration for training at Zenyo Jiu Jitsu, I agree that my attendance and/or performance at the academy and abroad events and such may be photographed, filmed and/or taped and used by Zenyo Jiu Jitsu, for marketing purposes, and I authorize the use of my image and waive any compensation thereof -- even if I discontinue my training at Zenyo Jiu Jitsu. I acknowledge that I would like to receive correspondence from the academy via telephone, mail and email. I, the undersigned, being duly aware of the risks and hazards inherent upon participating in this form of martial arts, agree to all its rules, terms, and conditions. I acknowledge that I have been given the opportunity to ask questions about training, safety and rules and all my questions have been answered. I understand that disobeying the rules may, at the instructor's discretion, result in suspension or expulsion from Zenyo Jiu Jitsu, and that I will not be entitled to a refund, and if expelled I must pay the remainder of my contract if one has been signed. In signing this release, the undersigned hereby acknowledges and represents that he/she is over 18 years of age and of sound mind. If under 18, parent/legal guardian, in signing this release, agrees to all its terms and conditions.

## COVID-19 Waiver

### Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

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. As a result, federal, state, and local governments

and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Zenyo Jiu Jitsu has put in place preventative measures to reduce the spread of COVID-19; however, Zenyo cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Zenyo could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Zenyo and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Zenyo may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Zenyo employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at Zenyo or participation in Zenyo programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Zenyo, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Zenyo, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Zenyo program.