

Smith Brazilian Jiu Jitsu

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.

Smith Brazilian Jiu-Jitsu (Smith BJJ) has put in place preventative measures to reduce the spread of COVID-19; however, Smith BJJ cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Smith BJJ could increase your risk and your child(ren)'s risk of contracting COVID-19.

I, _____ hereby on this date of ____/____/2020, I am choosing to continue my training at Smith Brazilian Jiu Jitsu. I understand that there are risks associated with my participation and I fully accept and release the owner and the staff at Smith BJJ from any responsibility related to any likelihood of contracting COVID-19 during today's visit. I fully confirm that I have not tested positive for COVID-19 nor do I have any symptoms currently related to COVID-19. I am also truthfully stating that I have not traveled outside the US in the last 4 weeks, nor have had any contact with anyone who may have any symptoms concurrent with COVID-19, including but not limited to fever, cough, nausea, diarrhea, vomiting, shortness of breath, etc.

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 Smith BJJ 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 Smith BJJ may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Smith BJJ 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 Smith BJJ. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the martial arts facility, 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 the martial arts facility, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any of the facility program.

I/WE HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I /WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I certify that the participant is physically fit and have no medical condition that would make participation in this activity more hazardous.

If the participant is under the age of 18, a parent or legal guardian must sign this form.

Student Name: _____

Parent / Guardian Name: _____

Signature: _____

Date: ____/____/____