



JITS *for* **LIFE**



Course **WHO1**: Meeting the World Health Organization Physical Activity Guidelines 1

I. ACKNOWLEDGEMENT AND WAIVER OF LIABILITY

1. Student represents and warrants that (s)he is in good health and has no physical or mental disability, impairment or pre-existing condition that may otherwise prevent him/her from safely participating in the Jits for Life Course he or she is enrolling in. Student acknowledges the advice of Jits for Life that everyone should receive a physical examination prior to participating in any strenuous physical activity, including those held at Jits for Life. Student understands that the activities involved in the WHO1 course will be physically strenuous and are student directed which may expose him/her to serious physical injury. Student understands and acknowledges that Jits for Life has taken every reasonable precaution to ensure the safety of all of its members.
2. Applicant, student, or invitee (i.e., guest, free class pass, trial member, coupon user, etc.) And/or their respective parents/guardians (for applicants/students/invitees under 18 years of age), in consideration for applicant's participation in activities administered by Jits for Life management, including owners, officers, directors, employees, agents, representatives, contractors, and sub-contractors, volunteers ("staff"), and premise owner, DO HEREBY EXPRESSLY WAIVE RELEASE AND FOREVER DISCHARGE MANAGEMENT AND EMPLOYEES OR COACHES FROM ANY AND ALL LIABILITY FOR ANY PERSONAL INJURIES OR DAMAGES RESULTING FROM STUDENT PARTICIPATION IN ANY OF THE LISTED PROGRAMS' ACTIVITIES, EITHER ON OR OFF THE FACILITY'S PREMISES, INCLUDING THOSE DUE TO ANY INTENTIONAL OR UNINTENTIONAL ACT OF MANAGEMENT OR STAFF, TO THE FULLEST EXTENT PROVIDED BY LAW. By signing electronically, I acknowledge that I have read and understand the Waiver of Liability and agree to abide by it.
3. In further consideration of being permitted to purchase and use the WHO1 course for any purpose including, but not limited to, observation or use by others who have not paid for and expressly signed the waiver of liability, the undersigned hereby agrees to the following:

- a. The undersigned, on his or her behalf, and on the behalf of other participating people, hereby releases, waives, discharges, and covenants not to sue Jits for Life, its volunteers and agents from all liability to the undersigned or such participating adults or 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 contact COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by negligence, active or passive, of Jits for Life or otherwise while the undersigned or such participating children are in, upon, or about the premises while the understand is engaged in WHO1 activities.
- b. The undersigned hereby agrees to indemnify and save and hold harmless Jits for Life, its directors, officers, employees, volunteers and agents, and each of 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 is in, upon, or about the premises of Jits for Life.

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 FROM THE 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 JITS FOR LIFE IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 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 A 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 THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).