

PARTICIPANT AGREEMENT AND RELEASE

This Participant Agreement and Release (“Agreement”) is entered into on the date indicated below and is made by Galvão JIU-JITSU, LLC and Andre Galvão (collectively “Company”) on the one hand, and _____ (“Participant”) on the other with Company and Participant referred to herein as the “Parties.”

The Parties agree to engage in the practice and training of jiu-jitsu and other martial arts and to participate in the recording of such activities (hereinafter collectively referred to as the “Program”) which may be captured in various forms of media including but not limited to video and audio recording and photography. The Parties anticipate that the Program may be distributed via the internet and otherwise by Company for its own profit.

In consideration of taking part in the Program, the promotion and exposure of Participant derived therefrom, the promises contained herein and for other good and valuable consideration receipt of all of which are hereby acknowledged, Participant hereby grants Company and its respective licensees, successors, legal representatives, and assigns the right and permission to utilize Participant’s appearance and likeness in connection with the Program in any and all manner and media from the beginning of time and continuing in perpetuity, including any recording of martial arts activities that may predate the execution of this Agreement.

Participant also consents to the use of Participant’s name, likeness, voice, and biographical material in connection with the Program’s publicity and related institutional promotional purposes and to use, reproduce, edit, exhibit, project, display, copyright, publish and/or resell photographic images and/or moving pictures and/or videotaped images of Participant with or without Participant’s voice, or in which Participant may be included in whole or in part, photographed, taped, videotaped, and/or recorded on the effective date of this Agreement, beforehand and thereafter, and to circulate the same in all forms and media for art, advertising, trade, competition of every description and/or any other lawful purpose whatsoever without further approval.

Participant expressly releases and holds harmless Company, its agents, legal representatives, owners, employees, independent contractors, co-venturers, partners, services providers, licensees, assigns, and all others acting by or through it from and against any and all claims which Participant may have for invasion of privacy, misappropriation of likeness, defamation or any other cause of action or claim arising out of the production, distribution, broadcast or exhibition of the Program and/or any and all media derived therefrom or related thereto.

Participant shall have no claim for any sums based upon the Program, and forever relinquishes any claim to share in any profits, revenues or any other monies of any nature or source whatsoever derived from the Program or any other media derived therefrom or related thereto.

Participant acknowledges that participating in the Program is physically demanding and potentially dangerous and assumes all risk associated with such participation, and warrants that Participant is in good physical condition and has no known medical condition which would impact or preclude full participation in the Program or place Participant at special risk of injury.

By signing below participant acknowledges that the participant understands, and appreciates the potential dangers associated with participation in the Program and the use of Galvao Jiu-Jitsu facilities and equipment in connection with the Program. These hazards may include but are not limited to, minor scrapes, strains, bruises, and illness such as colds, flu, and ****COVID 19**** a.k.a. coronavirus, as well as significant injuries such as broken bones, eye injury or loss, concussions, paralysis, and even death.

Participants acknowledge that they may only enter the facility if they are in good health and are not experiencing the following symptoms, (Fever or chills, cough, shortness of breath, or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, Congestion or runny nose, nausea or vomiting, diarrhea). Participants acknowledge they have not traveled outside of the United States in the last 14 days if so that participant must quarantine 14 days before allowed to enter the facility. Participants acknowledge that they have not been exposed to anyone that has tested Covid-19 positive or have been exposed to Covid-19 in the last 14 days.

Participant, on its own behalf and that of any assignees, successors, heirs, partners, spouses or any others taking by or through Participant, hereby releases and holds harmless Company, its agents, legal representatives, owners, employees, independent contractors, co-venturers, partners, services providers, licensees, assigns, and all others acting by or through it from and against any and all claims including any claims for property damage or personal injury to Participant including death or dismemberment which Participant may have for any liability arising from, connected to or associated with the Program, whether such liability sounds in tort, contract, statute or otherwise.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

In the event any legal action is filed concerning this Agreement, the Program, or the Parties, the prevailing party in such action may recover the reasonable attorney's fees and costs incurred in any such action. The Parties further agree that this Agreement is made in and is to be performed in California, that this Agreement shall be interpreted under California law, and that any such legal dispute shall be heard in San Diego County. The Parties further agree that the appropriate court in San Diego County does and shall have jurisdiction over them to adjudicate any such legal dispute and that San Diego County shall be the sole and exclusive jurisdiction for any such dispute.

It is Participant's intention to and hereby does, fully, finally and forever release any and all claims, known or unknown, existing as of the date of this Agreement, without regard to the subsequent discovery or existence of any facts Participant may learn concerning the Program, the Company or this Agreement. It is further the intent of Participant to waive any and all rights and benefits afforded by California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The participant understands and acknowledges the significance of this waiver of California Civil Code section 1542 and/or of any other applicable law relating to limitations on releases.

The Parties hereby represent to one another that they have full power and authority to enter into this Agreement and carry out their obligations.

The Parties acknowledge that they have each had an opportunity to consult legal representatives concerning this Agreement and the terms and conditions contained herein.

The Parties acknowledge that Company shall have the right to assign any right, interest, or claim hereunder without additional consent from consideration paid to Participant.

THE PARTIES HAVE READ, UNDERSTAND, AND AGREE TO THE FOREGOING.

(Parent/Legal Guardian if under 18 years of age) (Parent/Legal Guardian if under 18 years of age)

Rental Agreement

This Customer Rental Agreement (this "Agreement") is a legal agreement between you, the customer, ("you" or "your"), and Galvao Jiu Jitsu LLC. ("Galvao Jiu Jitsu LLC," "we," or "us"), establishing the terms and conditions under which you will rent Gi's, Rashguards, Nogi shorts, Nogi Uniform, and other items (each a "Product" or "Products") and receive related services from us.

Before you click on the "I accept" button, carefully read this customer rental agreement. By clicking on the "I accept" button, you are agreeing to be bound by and are becoming a party to Agreement, which incorporates the terms & conditions of use. If you do not agree to all the terms of this Agreement, you will not be permitted to rent Products from Galvao Jiu Jitsu LLC.

This Customer Rental Agreement contains all the terms and conditions governing your rental of Products from Galvao Jiu Jitsu LLC. You agree that your use of rental Products is subject to our Terms & Conditions of Use and our Privacy Policy, as such terms may change from time to time. You agree and acknowledge that you are renting the Products and that ownership of the Products remains with Galvao Jiu-Jitsu LLC at all times.

Rental Fees and Credit Card Authorizations: The rental fee ("Rental Fee") for the Products will be the Rental Fees, accidental damage, taxes, and any other associated charges in connection with your rental order. Upon rental of Products, you authorize us to charge your credit card for the Rental Fee. We will charge your credit card the amount of the Rental Fee immediately. You represent that you are authorized to use the chosen payment method (including, without limitation, credit cards) for the purpose of renting the Products as described herein. In addition to the Rental Fee, you further authorize us to charge your credit card for any Unreturned Fee, or other damage amounts as set forth below.

Personal Items: WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY PERSONAL ITEMS LEFT IN THE PRODUCTS OR THAT YOU OTHERWISE RETURN TO US. WE WILL NOT REFUND (IN PART OR IN FULL) ANY ORDERS OR REIMBURSE THE COSTS OF ANY PERSONAL ITEMS YOU RETURN TO US. If you believe that you have accidentally returned a personal item to us, please reach out to our customer care team at staff@atosjiujitsu.com and provide us with all the necessary information to allow us to identify the item. We may attempt to locate any personal items you believe you have returned to us upon receiving your request, but we are not obligated to do so and assume no liability for such personal items. If we are able to locate your personal item(s), we will attempt to ship the items back to you at the address you have provided and will charge your credit card on file for the associated shipping costs. We will not be liable for any personal items that are damaged or lost in transit. Please allow up to 21 business days for us to process, locate, and ship any found personal item(s) back to your desired address. We do not ship to addresses outside of the contiguous United States. We will not return any items that cannot be legally shipped, and we will not return credit or debit cards unless picked up in person by the cardholder. Any personal items left unclaimed within thirty (30) days of return will be donated to a charity of our choosing.

The Unreturned Fees for individual items are as follow: Gi Jacket \$161; Gi Pants \$161; Short sleeve Rashguard \$60; Long Sleeve Rashguards \$65; NoGi Shorts \$65; NoGi Uniform \$130.

You will be responsible for Unreturned Fees and any other damage charges collectively associated with Products you rented. If you do not pay the amounts you owe to us when due, then we will need to institute collection procedures. You agree to pay our costs of collection, including without limitation reasonable attorneys' fees.