

FHK BRAIN AND BODY, LLC d/b/a KEKAY METHOD PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION

BY SIGNING THIS AGREEMENT, I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE FHK BRAIN AND BODY, LLC d/b/a KEKAY METHOD FOR AN INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OR FAULT OF FHK BRAIN AND BODY, LLC d/b/a KEKAY METHOD, INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND EQUIPMENT.

In consideration of being allowed to participate in the services and activities of FHK BRAIN AND BODY, LLC d/b/a KEKAY METHOD ("FHK"), provided by FHK and its agents, employees, and independent contractors, and any and all other persons and entities acting in any capacity on its behalf (collectively "FHK"), I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge FHK as follows:

(1) **RELEASE OF LIABILITY:** Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue FHK and agree to hold FHK harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by FHK, whether the action arises out of any damage, loss, personal injury, or death to me or my spouse, minor child(ren)/ward(s), while participating in or as a result of participating in any service or activity sponsored by FHK.

(2) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/ or child(ren)/ward(s) participate in FHK-sponsored activities. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(3) **PHOTO RELEASE:** I hereby grant FHK permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with FHK and to use the photograph and/or recording for purposes that include advertising and promotional purposes, in any manner and all media. I waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind.

(4) ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is 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 have put in place recommended social distancing, occupancy restrictions and guidelines for businesses to follow. The KékAY Method has put in place preventative measures to reduce the spread of COVID-19; The KékAY Method will be implementing all recommendations from North Carolina state officials.

(5) COMMUNICATION: I understand that my signature below gives consent to FHK Brain and Body (DBA KékAY Method) to communicate with me via text message or phone calls

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 The KékAY Method Kids Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

By signing this agreement, I agree that prior to entering the building my child or myself DO NOT exhibit any of the following new or worsening signs or symptoms of possible COVID-19: A temperature greater than 100.4 degrees Fahrenheit, cough, shortness of breath or difficulty breathing, other respiratory symptoms, or at least two of the following symptoms: chills, repeated shaking with chills, muscle pain, sore throat or new loss of taste or smell. I also agree that, to my knowledge, neither my child(ren) nor myself have had close contact with a person who is lab-confirmed to have COVID-19.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my spouse and/or child(ren)/ward(s) right to maintain any action against FHK on the basis of any claim from which I have released FHK and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s). I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

Name of the school _____

(If under age 18, it must be completed by Parent/Legal Guardian -- Enter Adult Full Name/Date of Birth of Parent/Guardian) _____

Adult First Name: _____ Adult Last Name: _____

Adult Date of Birth: _____ Phone: _____

Email: _____

Signature: _____

Date: _____

Enter Child's Full Name and Date of Birth of all Family Members under age 18

Child Full Name #1: _____ Date of Birth: _____

Child Full Name #2: _____ Date of Birth: _____