

**BEAST COAST BASKETBALL, GRIT SPORTS TRAINING & JEI LEARNING CENTER JERSEY CITY
SPORTS WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE
CONSENT**

Please read the following Waiver, Release of Liability, Covenant Not to Sue, and Image Release Consent closely, and check "I Agree" if you accept the terms of this agreement. By checking the acceptance box below, I, on behalf of myself and/or as a parent or legal guardian on behalf of the minor child (hereinafter identified as "Minor Child") named below (hereafter collectively identified as "I" or "Participant", in consideration for being allowed to participate in sports, programs, classes, and/or activities (hereinafter individually referred to as "Sport" or collectively referred to as "Sports") of BEAST COAST Basketball, GRIT Sports Training or JEI Learning Center and any of its affiliates, entities, partners, owners, employees, landlords, condominium associations, representatives and agents (hereinafter collectively referred to as "GRIT") and to use GRIT services, facilities, equipment and/or machinery or programs that are either located at BEAST COAST BASKETBALL/ GRIT/JEI's physical location or are participating in a program run by BEAST COAST BASKETBALL GRIT/JEI in any outdoor location or other premise (hereinafter referred to as "Facility" or collectively referred to as "Facilities"), in addition to the payment of any fee or charge for said participation and use, do hereby expressly acknowledge, accept and agree as follows below. The undersigned participant acknowledges and agrees that there are substantial risks, hazards, and dangers inherent in participating in activities provided by GRIT and on equipment/obstacles provided by GRIT. Such risks, hazards, and dangers may include but are not necessarily limited to, injury to the musculoskeletal and/or cardiorespiratory systems which can result in serious injury or death. In addition, due to the extremely contagious nature of the novel coronavirus, COVID-19, there are risks of exposure or infection inherent in participating in activities where there is a congregation of a group of people and where multiple people are touching equipment/obstacles provided by GRIT. Such exposure or infection can result in personal injury, illness, permanent injury or disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at activities organized or supervised by The Grit Ninja may result from the actions, omissions, or negligence of myself or others, including but not limited to GRIT's members, employees, and program participants and their families. This Waiver and Release of Liability and Hold Harmless Agreement covers, without limitation, all injuries, contraction of COVID-19, and/or property damage that may occur as a result of the participant's use of all amenities and equipment provided by The Grit Ninja, LLC as well as his or her participation in any activity, class, program, personal training, supervised activity, or instruction, or as a result of the sudden and/or unforeseen malfunctioning of any equipment. It is the express intent of the undersigned participant to release the organizers, sponsors, participants, and owners of The Grit Ninja business from liability.

The participants agree to the following terms: 1. I, on behalf of myself, and/or my Minor Child, attest and verify that I am over 18 years of age and am legally signing on behalf of myself, or if applicable, on behalf of my Minor Child (collectively identified as "Participant")2. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE USE OF EQUIPMENT/OBSTACLES PROVIDED BY THE GRIT, AS WELL AS PARTICIPATION IN ANY ACTIVITY PROVIDED BY GRIT EITHER ON MY OWN OR UNDER THE INSTRUCTION/SUPERVISION OF GRIT EMPLOYEES, IS ENTIRELY VOLUNTARY, AT THE SOLE DISCRETION AND JUDGMENT OF THE UNDERSIGNED, AND AT HIS OR HER OWN RISK.3. Participant understands and is aware that fitness activities, including but not limited to any participation in GRIT's Sports and/ or use of GRIT's Facilities or programs, are potentially hazardous activities and have inherent risks and dangers. Participants also understand and are aware that physical activities, and the use of fitness and other related equipment, have both foreseeable and unforeseeable dangers and involve the risk of bodily injury, strains, fractures, partial and/or total paralysis, disability, and even death, and that Participant hereby agrees that he/she is voluntarily participating in these activities and using the facilities equipment, and machinery of GRIT with the knowledge of the risks and dangers involved.

Participant acknowledges that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, and agrees that use of GRIT Sports and its Facilities are for recreational purposes and completely voluntary. Participant further acknowledges and agrees that, while the programs, obstacles, and activities that take place at GRIT are monitored generally by GRIT employees, it is not feasible for such employees to monitor the activities and actions of all participants/students at all times or all Participants simultaneously. Furthermore, GRIT employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction. Participant also hereby agrees to expressly assume and accept any and all risks of illness, injury, physical harm, and/or death. The risk of serious injury and/or death from the activities involved in participating in any of the GRIT Sport (s) and/or in using any GRIT Facility as a participant, is significant and may include, without limitation the following: (i)sprains; (ii) fractures; (iii) heat and cold injuries including burns, heat-related illnesses, and hypothermia; (iv) over-use syndrome; (v)injuries involving acts or omissions from other Sports participants, GRIT employees and/or vehicles;(vi)animal bites and/or stings, (vii)falling from heights; (viii) heart attack;(ix)permanent paralysis and/or (x) death. While participant rules, equipment, and/or personal discipline may help reduce this risk, the risk of serious injury and/or death does exist.4. Participant (i) has consulted with a physician prior to participating in any GRIT Sport(s) and/or in using any GRIT Facility; (ii) has either had a physical examination or received a physicians permission to participate, or knowingly and voluntarily chooses to participate in any of the GRIT Sport(s) and/or in using any GRIT Facility without a physicians approval; (iii) is physically sound and not suffering from any illness, impairment, disease, infirmity, or other condition that would prevent Participant from participating in any of the GRIT Sport(s) and/or in using any GRIT Facility; (v)agrees that if the Participant observes an unusual and/or significant hazard during participation in any of the GRIT Sport(s) and/or in using any GRIT Facility, Participant will remove himself/herself/Minor Child from participation and bring such hazards to the attention of the nearest GRIT employee or representative; (vi) will inspect the facilities and if he or she believes anything is unsafe, the Participant shall immediately advise GRIT of such condition and refuse to participate; (vii) understands that the activities and/or workouts are physically challenging both cardiovascular and strength wise and a prior base of regular cardiovascular and strength training by Participant is required; (viii) has been deemed to be physically fit and sufficiently trained to participate in all GRIT Sports and to use all GRIT facilities.5. AGREEMENT TO PAY OWN MEDICAL EXPENSES- On the date of the participation in any GRIT Sport or use of any GRIT facility, Participant will possess and be covered by medical/health insurance, individually or as part of an organization. Further, Participant acknowledges, accepts, and assumes the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that he/she/Minor Child possess, whether known or unknown, which might contribute to or exacerbate any injury he/she/Minor Child might sustain as a result of using GRIT Sports programs, obstacles or any of its equipment. Participant acknowledges and agrees that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I or the Child sustains at GRIT Sports or its Facilities, such assistance shall be at Participant's own expense.6. AGREEMENT TO FIRST AID- Participant consents to administration of first aid and other medical treatment or related services, including evacuation/transport in the event of injury or illness in connection with participation in the GRIT Sport or use of GRIT Facility and hereby releases and indemnifies GRIT from any and all liability or claims arising out of such treatment and/or services. Participant further consents and agrees to obtain, furnish and allow, if required, the use and disclosure of his/her/ Minor Child's personal health information by such providers in connection with rendering services and or treatment, and to sign any additional documents that may be requested by such providers, in connection with such information and services.7. PARTICIPANT ACKNOWLEDGES AGREES AND REPRESENTS THAT HE OR SHE KNOWINGLY, VOLUNTARILY, AND FREELY ASSUMES AND ACCEPTS ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, WHETHER ARISING FROM THE

NEGLIGENCE OR ACT OR OMISSION OF GRIT, as defined herein, and others, and assumes full responsibility and all risks for himself, herself, Minor Child's participation in GRIT Sports and or use of GRIT Facilities. Participant agrees that all risks from the participation include, but are not limited to, those listed above or risks that can be reasonably inferred from those risks or such participation, and that these risks are inherent to and both the obvious and necessary. By freely and voluntarily acknowledging such risks, Participant agrees that he/she/Minor Child will not make ANY CLAIM NOR BRING ANY SUIT FOR DAMAGES, INJURY, OR DEATH TO HIMSELF/HERSELF/MINOR CHILD WHICH RESULTS FROM PARTICIPATION INCLUDING BUT NOT LIMITED TO, THOSE DAMAGES AND INJURIES ARISING FROM OR RELATED TO ANY RISKS AND INHERENT RISKS (WHETHER FORESEEABLE OR UNFORSEEABLE) AS DESCRIBED HEREIN.8. RELEASE OF LIABILITY- To the fullest extent permissible by applicable law, Participant and his/her/Minor Child's respective heirs, assigns, spouses, partners, personal representatives, and/or next of kin forever WAIVE, RELEASE, DISCHARGE, and COVENANT NOT TO SUE GRIT WITH RESPECT TO ANY SUITS CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN ANY AND ALL GRIT SPORTS AND OR USE OF GRIT FACILITIES, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF GRIT OR OTHERWISE. Participant further agrees to indemnify, defend, hold harmless GRIT from any loss liability, cost, claim, and/or damages arising from the Participant's participation in or association with GRIT's Sports or use of GRIT's Facilities, including but not limited to reasonable attorneys' fees. This Waiver and Release of Liability specifically includes, but is in no way limited to, (a) any loss or damage to personal property (b) any theft of property or monies by a third party not affiliated with GRIT, and (c) any illness, injury, or physical harm to the Participant that occurs for any reason whatsoever, including but not limited to any negligent or carelessness act or omission by an instructor, personal trainer, employee, representative or agent of GRIT. Participant hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue GRIT Sports Training, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from the he/she/Minor Child's access to and/or use of GRIT Sports and its Facilities, the condition, maintenance, inspection, supervision, control or security of GRIT, the failure to warn of dangerous conditions in connection with GRIT, and/or the acts or omissions of GRIT or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. Participant understands that this release and waiver applies all programs, classes, equipment, obstacles, and all activities and games at GRIT Sports and its Facilities. Participant understands that this release and waiver applies to and includes all activities that he/she/ Minor Child engage. In the event that any claim released herein is brought by, or asserted on behalf of, the Participant, Participant shall immediately defend, indemnify and hold harmless GRIT, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.9. PHOTO/VIDEO/SOCIAL MEDIA WAIVER - Participant irrevocably grants unlimited permission to GRIT to use, reproduce, sell, disseminate, and distribute any and all photographs, images, videotapes, recordings, and or any other depiction of any kind of Participant for any legitimate purpose into perpetuity, including but not limited to use on the GRIT websites, social media, and/or in any advertising and/or promotional material and understands that Participant will not be entitled to any compensation in connection therewith.10. RELEASE OF LIABILITY – ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM Participant understands that by agreeing to arbitrate any dispute as set forth in this section, he/she are waiving their right, and the right(s) of the minor child(ren) above, to maintain a lawsuit against GRIT and the other Releasees for any and all claims covered by this Agreement. By agreeing to arbitrate, Participant understands that he/she/Minor Child will NOT have the

right to have their claim determined by a jury, and the minor child(ren) above will NOT have the right to have claim(s) determined by a jury. Reciprocally, GRIT and the other Releasees waive their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO HE/SHE/ MINOR CHILD'S ACCESS TO AND/OR USE OF THE GRIT SPORTS AND ITS FACILITIES, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND BE DETERMINED BY ARBITRATION IN HUDSON COUNTY NEW JERSEY BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New Jersey, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). Participant understands and acknowledges that the JAMS Arbitration Rules to which Participant agree are available online for my review at jamsadr.com, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and, Policy On Consumer Minimum Standards Of Procedural Fairness. TERMS OF AGREEMENT: Participant understands that this agreement extends forever into the future and will have full effect and legal effect each and every time Participant or its Minor Child/ wards visit or attend programs/classes/events at GRIT Sports and/or its Facilities. 11. SAFETY IS PARTICIPANTS RESPONSIBILITY: Participant and each child agree to the following GRIT Code of Responsibility: Participant acknowledges that there are inherent risks in the participation in Ninja Warrior, Parkour and Youth Conditioning, Skateboarding, Sports Training and all other programs that GRIT may provide instruction for. . Patrons of GRIT Sports and its Facilities who engage in any other activities or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons and students have a duty to exercise good judgment and act in a responsible manner while engaging in such activities. Patrons and students have a duty to obey all oral or written warnings, or both, prior to or during participation, or both. • Participants have a duty to not participate in any activity or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol, • Participants have a duty to properly use all safety equipment provided, whether for all obstacles, equipment, or otherwise. • Participants have a duty to not participate in any activity or obstacles, attractions, or engage in other activities or use other equipment, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of the spine, musculoskeletal or head injuries, or if you may be pregnant. • Participants have a duty to remove inappropriate attire including hard, sharp, or dangerous objects such as buckles, pens, purses, badges, and so forth. involving the use of obstacles, equipment, or otherwise. 12. The participant certifies that: a) they are not presenting any of the symptoms of COVID-19, including but not limited to fever, shortness of breath, dry cough, runny nose or sore throat; b) they have not traveled outside the United States in the past 14 days to countries that have been affected by COVID-19; and c) they have not traveled domestically within the United States by commercial airline, bus or train within the past 14 days. NOTICE TO THE MINOR CHILD'S PARENT OR NATURAL GUARDIAN: READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF GRIT AND ALL OTHER RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE

THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. INCLUDING THE INABILITY OF GRIT TO GUARANTEE THAT SOCIAL DISTANCING RULES WILL BE FOLLOWED BY PARTICIPANTS, WHICH CANNOT BE AVOIDED OR ELIMINATED BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM GRIT AND ALL OTHER RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR CONTRACTION OF INFECTIOUS DISEASE, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND GRIT AND ALL OTHER RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. I have read and understood the preceding paragraph. I have had sufficient opportunity to read this document. I have read and understood and agree to be bound by its terms. I understand that employees working at GRIT, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between GRIT and me relating to the Child's and my use of GRIT SPORTS and its FACILITIES. There are no other agreements, oral, written, or implied, with respect to such matters. I further agree that this Release shall be construed in accordance with the laws of the State of New Jersey. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby. By signing below, I represent and warrant that I am the parent, legal guardian, natural guardian, or power-of-attorney of the above-listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by or on behalf of this or these minor Child or Children, or any of them, which are in any way connected with, arise out of, or result from their use of GRIT SPORTS TRAINING. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by or on behalf of this or these minor Child or Children, or any of them, which are in any way connected with, arise out of, or result from their use of GRIT SPORTS TRAINING. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties"). If any of the provisions of this Waiver, Release of Liability, Covenant Not to Sue & Image Release Form shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

IN SUMMARY, BY MY CHECKING THE BELOW BOX AND SIGNATURE BELOW, I AGREE TO THE TERMS ABOVE ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE CONSENT, AND FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND OR MY MINOR CHILDREN, SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY. IF I OR ANY OF MY CHILDREN ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM GRIT OR ANY RELATED ENTITY.

By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here,

you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.