

## PART I

In consideration of being permitted to participate in or assisting others in participating at Legacy Jiu-Jitsu & Taekwon-Do "the Gym" and related events and/or activities, on behalf of myself, or a minor child or ward, heir; next of kin, personal representative, successor or assign, referred to here as "child";

### 1. I ACKNOWLEDGE, UNDERSTAND, DECLARE AND AGREE THAT:

A). To the best of my knowledge, I am in Good Physical Condition and have no disease or injury that would be aggravated by participating in activities related to the Gym or that would be communicable to others; B). Participating or assisting others in participating in the Gym does involve RISK OF INJURY TO ME, INCLUDING DEATH, LOSS OR DAMAGE TO ME OR MY PROPERTY, OR ANY OTHER CONSEQUENCE, which might result not only from my own actions, inaction or negligence but also the actions, inaction or negligence of others, the rules of training, or the conditions of the premises or of any equipment used;

C). I will not leave my minor child(ren) unattended while I am taking a class or while they are taking a class. I will remain responsible for their well-being and safety, regardless if someone else is "watching" or training my children while they are at, in or around the facilities. It is no one else's responsibility to ensure the safety of my child but my own. D). Martial Arts and especially Mixed Martial Arts is a CONTACT SPORT and is INHERENTLY DANGEROUS as indicated especially in 1(b) above, not only for adults but also for children. If you do not accept this risk for yourself as a participant or for your child(ren), of participating in any way in the training or any other activities associated with the Gym, then DO NOT PARTICIPATE, DO NOT ALLOW YOUR CHILD(REN) TO PARTICIPATE, AND DO NOT SIGN THIS WAIVER;

E). There may be OTHER RISKS not known or not reasonably foreseeable, and Understanding all of the above,

### 2. I ASSUME ALL OF THE ABOVE RISKS AND RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TO SUE:

A). Legacy Jiu-Jitsu & Taekwon-Do, its owners, employees or volunteers, coaches, trainers, officials affiliated with the gym, other participants involved in the gym or not, agencies, sponsors, or advertisers, the respective administrators, officers, directors, agents, representatives, employees, volunteers, coaches, trainers, officials or any other individuals affiliated with the Gym;

B). Any affiliated subsidiary, successor, organization, or related companies or businesses, including Legacy Jiu-Jitsu & Taekwon-Do Competition Team and its owners, other participants, participating or sponsoring municipalities, governmental agencies, international organizations,

agencies, sponsors, or advertisers, the respective administrators, officers, directors, agents, representatives, employees or volunteers of such entities or organizations, the successors, heirs, assigns, or the insurers or representatives, be it personal or business, of each aforementioned individual;

C).Owners, lessors and lessees of premises used to conduct the training and activities at the Gym FROM ANY AND ALL LIABILITY FOR INJURY; INCLUDING DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, OR ANY OTHER CONSEQUENCE in connection with entry in or arising out of participation in, performance in or lack of performance in, including travel en route to and from the Gym or any tournament being participated in by the Gym participants.

3.I FURTHER AGREE THAT:

A).Prior to participating as an athlete, I or, in the case of a minor, a parent or guardian will INSPECT the facilities and equipment to be used, and if I believe same to be unsafe, I will immediately REPORT such condition(s) to the athletic coach, supervisor, or officially connected with the Gym of same and either DECLINE TO PARTICIPATE or ASSUME THE RISK of participating;

B).I will ALLOW my or my child's PHOTOGRAPH, PICTURE or LIKENESS, including videos, and/or VOICE to APPEAR on the internet, in any official documentary, promotional (including any and all advertisements), television, and radio or film coverage of the Gym, WITHOUT COMPENSATION.

4.I CONSENT TO ALL EMERGENCY MEDICAL TREATMENT and to be transported by ambulance to the closest hospital for emergency care in the event that I am unable to decide this for myself, or in the case of a minor child, and his/her parent or guardian is unavailable to decide on the course of action. The decision will be made by a Legacy Jiu-Jitsu & Taekwon-Do representative or volunteer acting on behalf of Legacy Jiu-Jitsu & Taekwon-Do, erring on the side of caution. By signing below, I understand that I will be responsible for any costs, damages, loss or any other consequence related to this transportation and/or medical treatment which may be incurred and will hold harmless any person or entity who has made the decision to obtain emergency care on my behalf.

5. Provide a 30 day notice if in the event I chose to discontinue attending classes.

6.I understand that Legacy Jiu-Jitsu & Taekwon-Do represents that its personnel, representatives, and volunteers have no expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on said medical condition. All Participants, or Parent/Guardian of a minor child, must complete and Sign this Waiver Agreement below. Failure by the participant, or a parent/legal guardian, to do so will

cause the participant to be ineligible from participating in any training and/or activities at Legacy Jiu-Jitsu & Taekwon-Do or related to Legacy Jiu-Jitsu & Taekwon-Do in any way. I also understand that this agreement is governed by the laws of the State of Florida and that if a part of this agreement is considered to be unenforceable under law, then the remainder of this agreement will continue to be in force.

## PART II

### CONFIDENTIALITY, NONCOMPETITION, NONSOLICITATION AND NONACCEPTANCE AGREEMENT

TO: Legacy Jiu-Jitsu & Taekwon-do, LLC, or any entity with which it is or hereafter may become affiliated or any successor in interest of Legacy Jiu-Jitsu & Taekwon-do, LLC (referred to individually and collectively in this Agreement as the "Company"):

In consideration of my anticipated or continued relationship with the Company, whether as employee, agent, independent contractor or otherwise, and the advantages and benefits of such relationship, the receipt and adequacy of all of such consideration being hereby acknowledged and accepted, I hereby agree to the following:

1. Scope and Purpose. The Company is engaged in the business of providing customers and students with high quality technical training in the Martial Arts. I acknowledge and understand that it is essential to the Company's business that its professional and business relationships, trade secrets, and confidential information be protected. Consequently, I acknowledge and understand that when any person or entity conducts services similar to those provided by the Company, it may prevent the Company from conducting such services for certain individuals and professional and business organizations.

2. Confidentiality Covenants. I hereby agree to keep in strict secrecy and confidence any and all information (whether in print, on computer disks or tapes or in any other media, and whether internally generated or used by the Company under contract with any third party) that I obtain or to which I have access during my relationship with the Company, and which has not been publicly disclosed and is not a matter of common knowledge in the areas of business in which the Company is engaged, including but not limited to customer lists and customer records and technical data (e.g., financial and personnel data), information regarding sales, costs, pricing, marketing, contracts with third parties, plans for product or market or service developments or improvements, computer programs, processes, business and strategic plans, financial forecasts or any other information that derives economic value, either directly or indirectly, from being confidential to or trade secrets of the Company or its actual or potential customers (any such information being herein called "Confidential Information"). I agree that such Confidential

Information is and shall remain the property of the Company, and, both during and after the term of my relationship with the Company, without the prior written consent of the Company: (a) I will not use or disclose or cause to be disclosed any Confidential Information to any third person, partnership, joint venture, company, corporation, other organization; (b) I will not take from any of the Company's offices for my own use or the use of any third party any document, paper, computer-generated media or other property of the Company containing Confidential Information (unless necessary during my relationship with the Company to conduct business on behalf of the Company); and (c) without request upon termination of my relationship with the Company, or at any time that the Company may so request, I will immediately deliver to the Company any document, paper, computer-generated media or other property of the Company (and all copies of same) in my possession that contains Confidential Information.

3. Noncompetition Covenant. I hereby agree that during the course of my relationship with the Company and for a period of twenty-four (24) months after the date on which I last performed any services for the Company, regardless of whether the termination of my relationship with the Company is voluntary or involuntary, with or without cause, I will not, directly or indirectly, as employee, agent, independent contractor, consultant, partner, joint venturer or otherwise, within TEN (10) miles of the Company's current location at 8806 SR 52, Hudson, FL 34667, provide or offer to provide similar services in competition with the Company, including, without limitation, (a) participating as an officer, director, stockholder, member, employee, agent, independent contractor, consultant, representative or partner of, or having any direct or indirect financial interest in, any such competitor or (b) assisting any other individual or business entity, of whatever type or description, in providing any such similar services. I further agree that upon a violation of this section of this Agreement, the period during which the covenants herein apply will be extended by the number of days equal to the period of such violation.

4. Nonsolicitation/Nonacceptance Covenants. I hereby agree, during my relationship with the Company and for a period of twenty-four (24) months after the date on which I last performed any services for the Company, regardless of whether the termination of my relationship with the Company is voluntary or involuntary, with or without cause, that I will refrain from and will not, directly or indirectly, as independent contractor, employee, consultant, agent, partner, joint venturer, or otherwise, (a) solicit or counsel any third person, partnership, joint venture, company, corporation, association or other organization with whom or with which I had a substantial relationship within the preceding twenty-four month period, regardless of such person's or entity's location, to terminate any business relationship with the Company and/or commence a relationship with any other individual or business entity providing services similar to those provided by the Company; (b) accept, with or without solicitation, any business from

any third person, partnership, joint venture, company, corporation, association or other organization with whom or with which I had a substantial relationship within the preceding twenty-four month period, regardless of such person's or entity's location; or (c) solicit any of the employees, agents or independent contractors of the Company, or any other third party for which the Company acts under contract, regardless of such person's or entity's location, to terminate any business relationship with the Company or otherwise encourage or hire (or assist anyone else to hire) any such person to commence any relationship as employee, agent or independent contractor for any other entity or individual. I further agree that upon a violation of this section of this Agreement, the period during which the covenants herein apply will be extended by the number of days equal to the period of such violation.

5. Remedies Upon Breach. I acknowledge that damages at law will be difficult, if not impossible, to accurately measure in the event that I violate the terms of my confidentiality, noncompetition, nonsolicitation, and/or nonacceptance covenants above (individually, a "Covenant," and collectively, the "Covenants"), and that the Company would suffer substantial and irreparable damage as a result of such violation. Accordingly, I agree that upon a violation of any of my Covenants, the Company will be entitled, at its option and in its sole discretion, either: (a) upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the Covenants, which injunctive relief will be in addition to any other rights or remedies available to the Company; or (b) to recover, as liquidated damages and not as a penalty, an amount equal to the payments already made plus any subsequent payments to be made (which subsequent payments will be forfeited by me) under any severance package to which I may be entitled as a result of the termination of my relationship with the Company.

In addition to (a) and (b) above, I will pay to the Company all costs and expenses incurred by the Company in its successful enforcement of any of my Covenants, including court costs and reasonable attorneys' fees and disbursements of counsel and paralegals (before trial, at trial and in appellate proceedings).

6. General. I understand that each of my Covenants are an essential element of my relationship with the Company and that, but for my agreement to comply with such Covenants, the Company would not have agreed to enter into or to continue the relationship (provided, however, that this Agreement is not intended to give me a right to employment). Such Covenants will be construed as agreements independent of any other provisions of my relationship, and the existence of any claim or cause of action that I may have against the Company will not constitute a defense to the enforcement of any Covenants by the Company. Furthermore, I agree that if any portion of a Covenant set forth herein is held to be unreasonable, arbitrary or against public policy, then such portion of the Covenant will be considered divisible as to time, geographic area or

condition. If any court of competent jurisdiction determines any portion of a Covenant to be unreasonable, arbitrary or against public policy, then such portion may be reformed, to a lesser time period or geographic area or otherwise, so as to be reasonable, not arbitrary and not against public policy, and, as reformed, may be enforced against me and any such provision shall be severable from the other provisions of that Covenant and the other provisions of this Agreement, and such occurrence will not have the effect of rendering the provision in question invalid in any other case or circumstance, or of rendering invalid any other provision of this Agreement. I agree that the Covenants are appropriate and reasonable when considered in light of the nature and extent of the business of the Company and my relationship with the Company. The waiver by the Company of my breach of any provision of the Covenants shall not be construed as a waiver of any other provisions hereof or of any subsequent breach by me. This Agreement will be construed pursuant to and governed by the laws of the State of Florida.

7. No Violation of Prior Agreements. I hereby represent and warrant that neither the exercise of the duties I perform for the Company, my execution of this Agreement nor my performance hereunder will constitute a violation of any existing restrictive covenants given to any former employer or other third party.

8. Disclosure to Subsequent Employers. I agree that I will disclose the obligations contained in this Agreement to any third party that offers to retain or employ me in anticipation that my relationship with the Company will cease, and to any third party that in fact does retain or employ me after my relationship with the Company ceases. Moreover, this will expressly authorize the Company to disclose to any such third party the existence and terms of this Agreement should I fail to do so.

9. Enforceability by Assignee, Successor or Third-Party Beneficiary. I hereby consent to the assignment hereafter, by merger or otherwise, of the protections afforded by any of the Covenants herein by the entity with which I have a relationship at the time that this Agreement is executed to any affiliate (through common ownership or otherwise) of the Company, or any assignee by purchase of the Company, or of the assets and business of the Company, and expressly recognize that the Covenants in this Agreement shall be enforceable by any such assignee or successor, as well as by any third-party beneficiary or entity affiliated with the Company through common ownership or otherwise.