



Athlete Waiver and Release

I acknowledge that training for and/or participating in a fitness activities such as yoga, strength training, bicycling, running, swimming and triathlon are an extreme test of a person’s physical and mental limits and such training or participation poses potential risks of serious bodily injury, death, or property damage. With full understanding of the risks I am taking, I HEREBY ASSUME ALL THE RISKS OF TRAINING FOR AND PARTICIPATING IN SUCH ACTIVITIES and EVENTS and agree to the following:

Kelly “Khadijah” Diggs, Diversity Inclusion Syndicate by Khadijah Triathlete (D. I. S. K.), the associated Team and Board Members also known as “D. I. S. K.” within this document, have been retained to assist me in the improvement of my fitness for the intent of participation in Swimming, Cycling, Running and Multisport events.

I hereby attest that I am in good health and my physical condition has been verified by a licensed medical doctor and, furthermore the licensed medical doctor has been advised that I intend to participate in these activities.

I hereby expressly grant to D. I. S. K. and its staff, agents and assigns, the right to photograph me and use my picture, silhouette and other reproductions of my physical likeness (as the same may appear in any still camera photograph and/or motion picture film and/or videotape), in and in connection with the exhibition, theatrically on television or otherwise, of any motion pictures in which the same may be used or incorporated, and also in the advertising, and/or publicizing of any such motion picture, but not limited to television or theatrical motion pictures. I further give the said company the right to reproduce in any manner whatsoever any recording made by said company of my voice and all instrumental, musical or other sound effects produced by me. In addition, I hereby expressly grant D. I. S. K. the right to use my picture, silhouette, other reproductions of my physical likeness, and video on Facebook, Twitter and any other social media or website for the promotion of D. I. S. K., its sponsors and its programs.

In consideration of being accepted as a fitness client by D. I. S. K., I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf: (a) I WAIVE, RELEASE, AND DISCHARGE from any and all claims, costs, or liabilities for death, personal injury or damages of any kind, which arise out of or relate to my training, THE FOLLOWING PERSONS OR ENTITIES: Kelly “Khadijah” Diggs, Diversity Inclusion Syndicate by Khadijah Triathlete (D. I. S. K.) , the associated Team and Board Members; (b) I AGREE NOT TO SUE any of the persons or entities mentioned above for any of the claims, costs or liabilities that I have waived, released or discharged herein; and (c) I INDEMNIFY, DEFEND, and HOLD HARMLESS the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions.

Initials

Date



Diversity Inclusion Syndicate
By Khadijah TRIATHLETE

Athlete Waiver and Release

I am solely responsible for my debits. I agree to pay collection fees, including a reasonable attorney's fee and costs of litigation, if my debits are 60 or more days overdue.

I agree to abide by the laws of the State of Georgia and to litigate any disputes between myself (the Client) and Khadijah Diggs, Diversity Inclusion Syndicate by Khadijah Triathlete (D. I. S. K.), the associated Team and Board Members within the legal jurisdiction of Georgia.

I AFFIRM THAT I HAVE READ THIS DOCUMENT AND ANY ANY ASSOCIATED ADDENDUM, AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY ACCEPTING THE TERMS OF THIS DOCUMENT I AM WAIVING SIGNIFICANT LEGAL RIGHTS AND AM INCURRING SIGNIFICANT LEGAL LIABILITIES. I HAVE BEEN SPECIFICALLY ADVISED TO CONSULT WITH AN ATTORNEY IF I DO NOT UNDERSTAND ANY PORTION OF THIS RELEASE AND AGREEMENT. FURTHER, I ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I MAY BE SURRENDERING CERTAIN LEGAL RIGHTS.

Signature

Date

Athlete Waiver and Release

COVID Release of Liability Addendum (Per in-person session)

A precautionary *Coronavirus Liability Release Form* due to the outbreak of the novel Coronavirus (COVID-19) will be required for EACH in-person training session until further notice. I understand that I will required to electronically affirm no more than twenty-four (24) hours in advance of ALL in-person training sessions, the following and sign below. Symptoms of COVID-19 as outlined by the Center for Disease Control include but are not limited to: 1) Sudden loss of taste and/or smell 2) Fever 3) Fatigue 4) Dry cough 5) Difficulty breathing.

I, _____ agree to the following: I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above within the last 14 days.

I affirm that I, as well as all household members, have not been diagnosed with COVID19 within the last 30 days. I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the last 30 days.

I affirm that I, as well as all household members, have not traveled outside of the country, or to any city outside of our own that is or has been considered a "hot spot" for COVID-19 infections within the last 30 days. I understand that Kelly "Khadijah" Diggs, Diversity Inclusion Syndicate by Khadijah Triathlete (D. I. S. K.) and the associated Team cannot be held liable for any exposure to the virus or any other contagion caused by misinformation on this form or the health history provided by each client/athlete.

By signing below I agree to each above statement and release Kelly "Khadijah" Diggs, Diversity Inclusion Syndicate by Khadijah Triathlete (D. I. S. K.) and the associated Team from any and all liability for the unintentional exposure or harm due to COVID-19. Kelly "Khadijah" Diggs, Diversity Inclusion Syndicate by Khadijah Triathlete (D. I. S. K.) and the associated Team agree that they abide by these same standards and affirm the same. We also affirm that we have improved and expanded our sanitation protocols to more thoroughly fight the spread of COVID-19 and other communicable conditions.

In addition to basic State required COVID Protocols, Kelly "Khadijah" Diggs, Diversity Inclusion Syndicate by Khadijah Triathlete (D. I. S. K.) and the associated Team **REQUIRES**:

- ALL athletes to wear masks when they cannot maintain GREATER than six (6) feet of physical distance.
- Group training sessions have five (5) or fewer participants INCLUDING coaching staff.
- Masks be worn when not actively engaged in training. It is encouraged that athletes keep their masks on whenever it does not impeded their ability to breathe as needed for activities.
- Athletes adhere to COVID protocols for any event that they participate in as a Kelly "Khadijah" Diggs, Diversity Inclusion Syndicate by Khadijah Triathlete (D. I. S. K.) and the associated Team athlete.

Initials

Date