

## Participant Waiver

ROCKFIT NINJAS  
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WARNING: READ THIS CAREFULLY. THIS AGREEMENT RELEASES ROCKFIT NINJAS OF LIABILITY, WAIVES YOUR LEGAL RIGHTS, AND DEPRIVES YOU OF THE RIGHT TO SUE US AND OTHERS. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF A LAWYER IF YOU ARE UNSURE OF ITS EFFECT.

### PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In exchange for RockFit Ninjas ("RFN") allowing me and/or my child to participate in RFN activities, defined below, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Participant Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"):

1. I AM FIT TO PARTICIPATE. I hereby represent that (i) I am in good health and in proper physical condition to participate in the RFN Activities; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the RFN Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the RFN Activities.
2. I UNDERSTAND THESE ARE DANGEROUS ACTIVITIES. I understand and acknowledge that the RFN Activities are inherently dangerous and I can be seriously injured by participating. The RFN Activities include, but are not limited to, obstacle challenges, obstacle courses, gymnastics, and parkour activities ("RFN Activities"). I understand that my participation will involve a variety of strenuous physical activities on, over, under, and around obstacle, gymnastic, and parkour equipment. The risks of these activities include, without limitation, falling; collisions with other participants and equipment; abrasions from gymnastics flooring and mats; the use/misuse/malfunction of equipment; overexertion, aggravation of preexisting injuries and medical conditions, inadequate physical conditioning; the negligence of other participants and other persons who may be present; permanent disability, paralysis and loss of life; damage to property, or to third parties; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of RFN; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown ("Risks"). Although the risk of harm may be limited by safety equipment, safety procedures, and assistance from RFN personnel, risks will never be eliminated. I have also carefully read and understood (and explained to my child participant, if applicable) the safety procedures and instructions for the RFN Activities, and agree that I (and my child participant, if applicable) will abide by and follow those safety procedures and instructions at all times while on the RFN premises.
3. I ASSUME THE RISK. I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the RFN Activities, or the acts, inaction or negligence of the Released Parties, as defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses which I incur as a result of my participation in the RFN Activities.
4. I RELEASE AND INDEMNIFY RFN. I hereby voluntarily Release, forever discharge, and agree to Indemnify, Defend and Hold Harmless the following parties: RockFit Ninjas, its agents, owners, employees, contractors, and all other persons or entities acting on RFN's behalf ("Released Parties") from any and all liability, claim(s),

demand(s), or cause(s) of action, damage(s), loss or expense (including court costs and attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the RFN Activities or use of RFN equipment or facilities, including claims for Liability cause in whole or in part by the negligence of the Released Parties.

5. I ALLOW PHOTOS. I grant RFN, its owners, employees, agents, and any other persons acting on RFN's behalf, the irrevocable right and permission to photograph and/or record me (and/or my minor child) while at RFN, and to use the photograph and/or recording without name identification for advertising and promotional purposes, in any manner, and in all media formats now or hereafter known, in perpetuity throughout the world, without restriction. I waive any right to inspect or approve the use of any photographs or recordings, and acknowledge and agree that the rights granted in this release are without further consideration and additional compensation of any kind. All such photographs and/or recordings shall be the exclusive property of RFN.

I AGREE. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my minor children, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Parental Consent (required if the participant is less than 18 years of age)

As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor's participation in the RFN Activities. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

Name(s) of Participant: \_\_\_\_\_

Adult or Legal Guardian:

Print name: \_\_\_\_\_

Sign name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_