

Assumption of Risk, Waiver of Liability, and Indemnity Agreement

The activities at Ninja Nation LLC (hereinafter "Ninja Nation") include, but are not limited to, climbing, swinging, crawling, jumping, running, and hanging. These activities provide an opportunity for fun; improved physical fitness; vigorous, healthful exercise; exciting group competition; improved agility and balance; wholesome recreation; and other benefits. Participating in Ninja Nation is an activity which involves certain risks. The activity and exertion level can range from moderate to very vigorous depending upon your desire. The activity is suitable for those with experience with obstacle courses as well as those with absolutely no experience who use sufficient caution. Physical activities are at the core of Ninja Nation, and such can range from basic to challenging maneuvers and from moderate exercise to very vigorous and challenging exercise.

Ninja Nation regards your safety and the safety of others as a top priority. We take great care to reduce the traditional risks associated with obstacle courses by having padded rails, padded hard-surface areas, padded flooring, padded landing areas, and padded trusses, required safety speech or video, available instruction, trained supervisors, trained spotters, personnel certified in emergency care, on-site AEDs, and many other safety features. However, regardless of the care taken to avoid injuries or responding to health or medical issues, some risks are inherent in the activity and cannot be totally eliminated. These inherent risks include, but are not limited to, falls, collisions with other participants (hereafter referred to as "CO-PARTICIPANTS"), contacting a hard surface (e.g., an uncovered beam, frame, or rail; exposed springs or hooks), landing incorrectly, weight differences between you and CO-PARTICIPANTS, catching a foot or other body part under a pad, strikes on other equipment, tripping or slipping while participating in activities, or while in or around the facility. Inherent risks also include unexpected equipment failure; unknown facility hazards; careless behavior by you or CO-PARTICIPANTS; errors in judgment by a Ninja Nation employee; and injuries caused by negligence on the part of Ninja Nation, its employees, you or CO-PARTICIPANTS.

Assumption of Inherent Risks

I understand that the inherent risks of Ninja Nation activities are serious and that some of these activities involve risks regardless of the care taken by Ninja Nation. I realize that Ninja Nation activities require some degree of skill, coordination, and physical fitness. I have read the previous paragraphs and:

1. I fully know and appreciate the nature of the Ninja Nation activities;
2. I understand the demands of those activities relative to my physical condition, abilities, limitations and skill level; and
3. I fully appreciate the types of injuries that may occur as a result of such activities.

I hereby assert that my, and, if applicable, my child's or ward's, participation at Ninja Nation is voluntary and that I knowingly assume all inherent risks of the activity on behalf of myself and, if applicable, my child or ward.

Waiver of Liability for Ordinary Negligence of Ninja Nation

In consideration of permission to use the property, facilities, equipment, and services of Ninja Nation, today and on all future dates, I (on behalf of myself, my child or ward, my spouse, heirs, personal representatives, my estate, my parents and assigns referred to hereafter as "RELEASING PARTIES") **do hereby waive, release, discharge and covenant not to sue** Ninja Nation, and their respective owners, directors, officers, employees, volunteers, independent contractors, agents, affiliates, successors, assigns, and equipment suppliers -- referred to hereafter as "PROTECTED PARTIES") **from liability from any and all claims, lawsuits, or causes of action, arising from the use of the Ninja Nation facilities including any injury or death resulting from the ordinary negligence of the PROTECTED PARTIES.** The scope of this release is intended to be one that is given the fullest effect under the law, and encompasses any claims for ordinary negligence, including, but not limited to medical treatment provided, and/or not provided in the event of an incident at the facility (whether due to the participation in the activities or otherwise).

This agreement applies to

1. **Personal injury** (up to and including death) from incidents or illnesses arising from participation in Ninja Nation activities (including, but not limited to: recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests, classes, and instruction; individual use of facilities, equipment, shower/locker room areas, and all premises including the cafe, elevator, stairs, associated sidewalks and parking lots);
2. Any and all claims resulting from the damage to, loss of, or theft of property; and
3. Consequential and other damages, such as but not limited to, your inability to work, resulting from any injury or loss.

Indemnification

I, on behalf of myself and, if applicable, my child or ward, also agree to hold harmless, defend, and indemnify Ninja Nation (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) from any and all claims brought by the RELEASING PARTIES arising from my and, if applicable, my child's or ward's, death, injury, or loss due to involvement in Ninja Nation activities (including those arising from the inherent risks of the activity and/or the ordinary negligence of PROTECTED PARTIES.)

I, on behalf of myself and, if applicable, my child or ward, further agree to hold harmless, defend, and indemnify Ninja Nation and PROTECTED PARTIES (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) against any and all claims of CO-PARTICIPANTS, rescuers, and others arising from my and, if applicable, my child's or ward's, conduct in the course of using the Ninja Nation facilities.

Clarifying Clauses

1. I, on behalf of myself and, if applicable, my child or ward, confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand **that this is the entire agreement between me and, if applicable, my child or ward, and Ninja Nation** and cannot be modified or changed in any way by representations or statements by any agent or employee of Ninja Nation.
2. I, on behalf of myself and, if applicable, my child or ward, further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado 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. I, on behalf of myself and, if applicable, my child or ward, agree that if any dispute shall arise from this Agreement or from my or my child's or ward's use of the Ninja Nation facilities, I and, if applicable, my child or ward, shall first engage in good faith efforts to **mediate** the dispute. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I, on behalf of myself and, if applicable, my child or ward, agree that all disputes, controversies, or claims arising out of this Agreement or use of the Ninja Nation facilities shall be submitted to **binding arbitration** in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall have no power to make any errors of law or of legal reasoning.
4. I, on behalf of myself and, if applicable, my child or ward, also understand that **if legal action is brought, the appropriate trial court for the county of Douglas in the State of Colorado has the sole and exclusive jurisdiction** and that only the substantive laws of the State of Colorado shall apply.
5. I acknowledge that PROTECTED PARTIES are providing recreational services, and not selling or leasing a product. By payment of any fee to such parties, I, and/or the minor(s) listed below, obtain a non-exclusive license to use the offerings at the facility. As such, **PROTECTED PARTIES cannot be held liable under any products/strict liability claim.**

Acknowledgements to Promote Safety at Ninja Nation

These acknowledgements aid Ninja Nation in providing for your safety.

Health Status I, on behalf of myself and, if applicable, my child or ward, assert that:

- I and, if applicable, my child or ward, possess sufficient physical fitness and coordination to enable safe participation in Ninja Nation activities.
- I and, if applicable, my child or ward, assume the risks of all medical conditions (e.g., asthma, diabetes, anaphylaxis, epilepsy, heart disease or high blood pressure).
- Ninja Nation encourages me and, if applicable, my child or ward, to get medical clearance prior to participation.

- I and, if applicable, my child or ward, will cease activity if there is discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

Emergency Care I, on behalf of myself and, if applicable, my child or ward, assert that:

- Ninja Nation can administer emergency first aid, CPR, and use an AED if deemed necessary.
- Ninja Nation can secure emergency medical care or transportation (i.e., EMS) if deemed necessary.
- I assume all costs of emergency medical care and transportation.

Rules and Safety I, on behalf of myself and, if applicable, my child or ward, agree:

- To Read and obey all posted signs, including all safety-related rules while participating.
- To Listen to and obey all oral instructions, including those from employees and/or the safety video.
- To attempt only activities that I and, if applicable, my child or ward, feel capable of performing safely.
- To inform Ninja Nation immediately if I and, if applicable, my child or ward, see conduct or a facility condition that poses a risk to others.
- That I and, if applicable, my child or ward, understand the importance of safety rules and safety equipment.
- That Ninja Nation has the authority to terminate participation if it is deemed a potential risk to you or others.

Likeness Release

I grant Ninja Nation permission to use my, and the Minor Child's, likeness in its publications, websites, marketing and other materials without payment, and without any prior approval of any and all publications, websites, marketing and other materials that contain my and/or the Minor Child's likeness.

Acknowledgment of Understanding

I understand that I am giving up substantial legal rights, including my rights, the rights of my child or ward, if applicable, and the rights of any RELEASING PARTY to sue for damages in the event of death, injury or loss. I further acknowledge that I, on behalf of myself and, if applicable, my child or ward, am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to inherent risks of the activity or ordinary negligence by the PROTECTED PARTIES, to the greatest extent allowed by law of the State of Colorado. If I sign this document electronically, I confirm that my electronic signature will be deemed the same as my written signature.

I confirm that I have read this Agreement and fully understand its terms. If applicable, I assert that I have explained the risks of the activity to my child or ward and that he or she understands the agreement.

Covered by this waiver

Adult Participant Only:

____ I am completing this waiver as an Adult Participant. I certify that I am 18 years of age or older.

OR

Adult Participant and Minor(s):

____ I am completing this waiver as an Adult Participant and/OR as the Parent or Legal Guardian of a Minor / Ward, identified as _____, and consistent with Colo. Rev. Statute §13-22-107 (which provides that "(a) parent of a child may, on behalf of the child, release or waive the child's prospective claim for negligence"). In addition, I certify that I am 18 years of age or older.

A Parent, Legal Guardian and/or Participant must be 18 years of age or older to sign this waiver:

First Name: _____

Last Name: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Birth Date: _____

Email: _____

Signature: _____

Date: _____