

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Nature of the Activity: Ultimate Ninjas Libertyville, LLC (hereafter referred to as Ultimate Ninjas Libertyville) is a recreation facility which offers clients the opportunity to participate in a number of recreational activities designed for fun and fitness. Activities include maneuvering one's body by climbing, jumping, swinging, hanging, balancing, and other tasks designed to increase the strength, endurance, general fitness, and confidence of the participant. Ultimate Ninjas Libertyville activities include running up the warped wall, rock climbing, swinging rope, cargo net, ring slider, double steps, quintuple steps, see a pole, jumping spider, balance beams, inflatables, dodgeball, basketball and many more. In addition to the client participating in Ultimate Ninjas Libertyville everyday activities, other activities available at Ultimate Ninjas Libertyville include parties, classes, competitions, camps, and special events.

However, while there are many benefits associated with these activities, Ultimate Ninjas Libertyville feels it is important that the PARTICIPANT/PARENT (which refers to either an ADULT Participant, **OR** a MINOR Participant and PARENTS/LEGAL GUARDIANS) knows that Ultimate Ninjas Libertyville activities range from moderate to strenuous. Consequently, Ultimate Ninjas Libertyville activities, like all physical activities, involve some risks of injury that are inherent to the activity. Some of the *inherent risks* of the Ultimate Ninjas Libertyville activities include, but are not limited to falls (even on padded surfaces), collisions with other participants or with stationary objects, landing wrong on leaps or jumps, landing on another participant, over-exertion, attempting actions or maneuvers that are beyond a participant's capacity, landing on a hard surface, slips and falls within the activity area or in other parts of the facility, unexpected failure of the equipment, and shifts in padding. Other inherent risks include erratic or careless behavior of the participant, erratic or careless behavior of other participants, supervisory or judgment error by Ultimate Ninjas Libertyville staff (e.g., supervisor misjudging the capacity of the participant to perform a task; failure to spot a hazard during facility inspection).

Further, **Ultimate Ninjas Libertyville feels that it is important that the PARTICIPANT/PARENT understands the three types of injuries that can occur in any physical activity.** First is the common *Minor Injury*. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, blisters, rope burns, and contusions. The second type of injury is the *Serious Injury*. Examples of serious injuries include, but are not limited to, severe sprains, broken bones, ligament and joint injuries, concussions, and eye injury. These are rare, but may occasionally occur. The third type of injury is the Catastrophic Injury. Some examples of catastrophic injury include, but are not limited to, brain injury, paralysis, heart attack, and death. Even though the likelihood of such an injury is very remote, we feel that the PARTICIPANT/PARENT should be aware of all possibilities.

While it is impossible to eliminate all risk and possibility of injury, Ultimate Ninjas Libertyville 1) has designed the facility with safety as a prime concern; 2) provides padding of floors and many stationary objects; 2) has trained supervisors on duty; 3) provides general supervision of activities; 4) provides instruction in some activities; 5) posts safety rules and policies; 6) inspects the facility for hazards on a daily basis; and 7) requires first-time visitors to view a brief safety video.

Assumption of Inherent Risks:

I, the PARTICIPANT/PARENT, have read the above paragraphs and **know** that Ultimate Ninjas Libertyville activities contain inherent risks which vary with the activity. **I understand the demands of**

those activities relative to my physical condition and skill level (or that of my minor child), and I **appreciate the types of injuries** that may occur as a result of Ultimate Ninjas Libertyville activities and their potential impact on my well-being and lifestyle (or that of my minor child). **I hereby assert that my participation (or that of my minor child) is voluntary and that I (and my child) knowingly assume all inherent risks.**

Waiver of Liability for Ordinary Negligence:

In consideration of permission to use the Ultimate Ninjas Libertyville facilities and services, today and on all future dates, I, the PARTICIPANT/PARENT, on behalf of myself, my spouse, my heirs, my parents or guardians, personal representatives, and assigns [hereafter referred to as Releasing Parties] **do hereby release, waive, discharge, and covenant not to sue Ultimate Ninjas Libertyville**, its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers, agents, and facility owners [hereafter referred to as Protected Parties] from liability **from any and all claims arising from the ordinary negligence** of Ultimate Ninjas Libertyville or the Protected Parties.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in Ultimate Ninjas Libertyville activities (including, but not limited to, instruction, individual or group play, parties, competitions, classes, camps, special events, observation, use of Ultimate Ninjas Libertyville facilities or equipment, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement:

I, the PARTICIPANT/PARENT, also **agree to hold harmless, defend, and indemnify Ultimate Ninjas Libertyville and Protected Parties** (that is, defend and pay any judgments and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf, arising from my participation in Ultimate Ninjas Libertyville activities, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*). I further agree to hold harmless, defend, and indemnify Ultimate Ninjas Libertyville and Protected Parties against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant while on the premises of Ultimate Ninjas Libertyville.

Clarifying Clauses:

1) I, the PARTICIPANT/PARENT, 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 Ultimate Ninjas Libertyville and **cannot be modified or changed** in any way by representations or statements by any agent or employee of Ultimate Ninjas Libertyville.

2) I 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 Illinois 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 also understand that if any legal action is brought, the appropriate trial court for the County of Cook in the State of Illinois has the sole and **exclusive jurisdiction** and that only the substantive laws of the State of Illinois shall apply.

4. In the event of a dispute, I, the PARTICIPANT/PARENT, agree to engage in good faith efforts to **mediate** a settlement. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation at Ultimate Ninjas Libertyville shall be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect and that any hearing pursuant to such claim shall take place in Libertyville, Illinois and that the laws of the State of Illinois shall apply.

In order for Ultimate Ninjas Libertyville to more effectively provide for the safety of the participant, Ultimate Ninjas Libertyville asks PARTICIPANT/PARENT to help us by certifying the following: I, the PARTICIPANT/PARENT,

Rules and Actions

- Agree to obey all safety rules and alert the staff to any rules violations or dangerous behavior of co-participants.
- Agree to stay in areas to which I am assigned and not enter areas that will place me in undue danger.
- Acknowledge that it is the participant's duty to inform staff and cease exercise immediately if he/she feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.
- Agree to attempt only activities that I feel I am capable of performing safely.

Health and Safety

- Acknowledge that one should get medical clearance prior to participation in a vigorous physical activity.
- Possess a sufficient level of skill and physical fitness for safe participation in Ultimate Ninjas Libertyville activities.
- Have no health problems that would make participation in Ultimate Ninjas Libertyville activities unwise.
- Authorize Ultimate Ninjas Libertyville to administer emergency first aid and/or CPR when deemed necessary by Ultimate Ninjas Libertyville.
- Authorize Ultimate Ninjas Libertyville to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Ultimate Ninjas Libertyville and I agree to assume all costs of emergency medical care and transportation.

Photo/Video Release

- Authorize Ultimate Ninjas Libertyville to use participation photo/video of participant in print/electronic marketing, advertising, and web content.

Acknowledgment of Understanding: I, the PARTICIPANT/PARENT, have read this Agreement and understand that I am **giving up substantial rights, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the PARTICIPANT/PARENT, acknowledge that I am **voluntarily signing** this agreement, and **intend my signature to be a complete release of all liability, including that due to the inherent risks of Ultimate Ninjas Libertyville activities or the ordinary negligence of the Protected Parties**, to the greatest extent allowed by law of the State of Illinois.**

Additionally, I, the Parent/Guardian of a minor participant, assert that **I have explained the risks of**

Ultimate Ninjas Libertyville activities and Ultimate Ninjas Libertyville safety rules to my minor son or daughter and that he or she understands the risks and agrees to follow the rules.

Name of ADULT PARTICIPANT (Print) (18 years or older)

Signature of ADULT PARTICIPANT Date

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Name of MINOR PARTICIPANT (Print)

Signature of MINOR PARTICIPANT Date

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PARENT OR COURT- APPOINTED LEGAL GUARDIAN OF MINOR PARTICIPANT SIGNS BELOW:

Name: Parent or Legal Guardian Name: Parent or Legal Guardian Date

Name: Parent or Legal Guardian Name: Parent or Legal Guardian Date

(CAUTION: One who is not a Parent or Legal Court-Appointed Guardian signing this becomes financially responsible for injury)

Emergency Contact Person Phone Mobile