

Assumption of Risk, Waiver and Release of Liability, and Indemnification Agreement

Nature of the Activity: Ultimate Ninjas Chicago, LLC, Ultimate Ninjas Naperville, LLC, Ultimate Ninjas Libertyville, LLC, and Ultimate Ninjas St. Louis, LLC, and Ultimate Ninjas North Shore, LLC (collectively “Ultimate Ninjas”) operate facilities which offer clients the opportunity to participate in a number of recreational activities designed for fun and fitness. Activities include climbing, jumping, swinging, hanging, balancing, and other tasks designed to increase strength, endurance, general fitness, and confidence. Specific activities include running up the warped wall, rock climbing, swinging rope, cargo net, ring slider, devil steps, quintuple steps, jumping spider, balance beams, inflatables, dodgeball, basketball and many more. In addition to the client participating in Ultimate Ninjas everyday activities, other activities available at Ultimate Ninjas include parties, classes, competitions, camps, special events, and an adult fitness program, *ultiFIT*.

While there are many benefits associated with these activities, it is important that adult participants and the parent/legal guardian of minor participants (collectively “PARTICIPANT/PARENT”) know that Ultimate Ninjas activities, like all physical activities, involve some risks of injury that are inherent to the activity. Some of the *inherent risks* of the 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, both on and off padded surfaces, 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 staff (e.g., misjudging the capacity of the participant and/or the failure to identify the potential for injury.).

Further, **Ultimate Ninjas feels that it is important that the PARTICIPANT/PARENT understands the three types of injuries that can occur at the Ultimate Ninjas facilities:** (1) *Minor Injury*, including but not limited to muscle strains and sprains, bruises, abrasions, blisters, rope burns, and contusions; (2) *Serious Injury*, including but not limited to severe sprains, broken bones, ligament and joint injuries, concussions, and eye injury; and (3) *Catastrophic Injury*, including but not limited to brain injury, cognitive impairment, paralysis, heart attack, and death.

Assumption of Risks:

I, the PARTICIPANT/PARENT, have read the above paragraphs and know that Ultimate Ninjas activities contain inherent risks which vary with the activity. I understand the demands of those activities relative to my physical condition and skill level, and/or that of my minor child, and appreciate the types of injuries that may occur as a result of Ultimate Ninjas activities. **I hereby assert that my participation and/or the participation of my minor child, is voluntary and that I knowingly assume all risks of that participation, including but not limited to personal injury, bodily injury, mental injury, cognitive impairment, illness, or death regardless of the fault or negligence of Ultimate Ninjas.**

PARTICIPANT/PARENT UNDERSTANDS THAT ASSUMING THE RISK OF INJURY OR DEATH HAS SIGNIFICANT LEGAL IMPLICATIONS INCLUDING THE WAIVER OF LEGAL RIGHTS.

WAIVER AND RELEASE OF LIABILITY:

In consideration of permission to use the Ultimate Ninjas facilities and services, today and on all future

dates, the PARTICIPANT/PARENT, both individually and on behalf of his/her/their spouse, heirs, children, parents or guardians, personal representatives, and assigns **do hereby release, waive, and discharge** any and all claims, suits, actions and/or causes of action against Ultimate Ninjas, including its owners, directors, officers, affiliates, subsidiaries, employees, volunteers, independent contractors, equipment providers, agents, and facility owners [hereafter referred to as “Protected Parties”] for any personal injury, death, economic loss, theft, or destruction of personal property arising from or in any way related to my participation or the participation of my minor child in activities at the Ultimate Ninjas facilities.

This **WAIVER AND RELEASE OF LIABILITY** is intentionally broad and covers, without limitation, all injuries or damages which may occur, regardless of fault or negligence on the part of Ultimate Ninjas, arising from or relating in any way to: (a) the use of any and all amenities and equipment at the Ultimate Ninjas facilities; (b) participation in any activity at the Ultimate Ninjas facilities; (c) the sudden and unforeseen malfunctioning or failure of any equipment at the Ultimate Ninjas facilities; (d) slipping, tripping and/or falling while participating in Ultimate Ninjas activities and/or using Ultimate Ninjas facilities including adjacent sidewalks and parking areas; (e) the failure of an Ultimate Ninjas staff member to properly spot a participant or supervise an activity to prevent potential injury; and/or (f) any and all claims resulting from the damage to, loss of, or theft of property. **PARTICIPANT/PARENT UNDERSTANDS THAT AGREEING TO THIS PROVISION INVOLVES THE WAIVER AND RELEASE OF LEGAL RIGHTS.**

Indemnification Agreement:

The PARTICIPANT/PARENT also **agrees to hold harmless, defend, and indemnify Ultimate Ninjas and all Protected Parties** from and against any and all claims, demands, suits, actions or causes of action arising from or related to my participation or the participation of my minor child in activities at Ultimate Ninjas facilities (including the payment of all judgments, settlements, attorney’s fees, litigation costs and expenses). This obligation includes but is not limited to: (1) claims made by other participants related to the acts or omissions of PARTICIPANT/PARENT and/or his, her, their minor children; and/or (2) claims for personal injury by a minor child of PARTICIPANT/PARENT that cannot be waived or released as a matter of law. **PARTICIPANT/PARENT UNDERSTANDS THAT AGREEING TO THIS PROVISION CREATES LEGAL OBLIGATIONS ON THE PART OF THE PARTICIPANT/PARENT.**

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 and this agreement **cannot be modified or changed** in any way by oral representations or statements by any agent or employee of Ultimate Ninjas.

2) I further expressly agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois **if any portion of this agreement is held invalid, the remainder shall remain** in full legal force and effect.

Mandatory Binding Arbitration

Any claim, action, or cause of action arising from or related to the use of the Ultimate Ninjas facilities by PARTICIPANT/PARENT and/or his/her/their minor child, or their presence at the facilities, including but not limited to claims for personal injury or death, **shall be submitted to binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect. All applicable laws of the

State of Illinois shall apply. **PARTICIPANT/PARENT UNDERSTANDS THAT AGREEING TO THIS PROVISION CONSTITUTES A WAIVER OF THE RIGHT TO TRIAL BY JURY.**

Forum Selection

Any legal action by or on behalf of PARTICIPANT/PARENT to challenge the validity, applicability, or interpretation of this Agreement must be filed in the Eighteenth Judicial Circuit, DuPage County, Illinois. PARTICIPANT/PARENT consents to personal and subject matter jurisdiction and venue in that court, and expressly waives the right to challenge jurisdiction or venue. All applicable laws of the State of Illinois shall apply.

In order for Ultimate Ninjas to more effectively provide for the safety, PARTICIPANT/PARENT must:

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 activities.
- Have no health problems that would make participation in Ultimate Ninjas activities unwise.
- Authorize Ultimate Ninjas to administer emergency first aid and/or CPR when deemed necessary by Ultimate Ninjas.
- Authorize Ultimate Ninjas to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Ultimate Ninjas and I agree to assume all costs of emergency medical care and transportation.

Photo/Video Release

- Authorize Ultimate Ninjas to use participation photo/video of participant in print/electronic marketing, advertising, and web content including third party companies that are contracted with Ultimate Ninjas.

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

I, THE PARTICIPANT/PARENT, HAVE READ AND AGREED TO THE TERMS AND CONDITIONS AS SET FORTH ABOVE, INCLUDING, BUT NOT LIMITED TO THE WAIVER AND RELEASE OF LIABILITY.

Name of MINOR PARTICIPANT 1 (Print) (17 years or younger)

Name of MINOR PARTICIPANT 2 (Print) (17 years or younger)

Name of MINOR PARTICIPANT 3 (Print) (17 years or younger)

Name of MINOR PARTICIPANT 4 (Print) (17 years or younger)

Name of MINOR PARTICIPANT 5 (Print) (17 years or younger)

**PARENT OR COURT-APPOINTED LEGAL GUARDIAN OF MINOR PARTICIPANT:
(CAUTION: If Person signing below is not the Parent or Court-Appointed Legal Guardian of the MINOR PARTICIPANT, he/she is accepting financial responsibility for injury, consistent with the terms of this agreement.)**

Name: Parent or Legal Guardian (Print)

Signature: Parent or Legal Guardian

Date

Emergency Contact Person

Phone

Mobile

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

Signature of ADULT PARTICIPANT

Date