



NINJA COURSE WAIVER & RELEASE

Bonnyville & District Centennial Centre

PARTICIPANT INFORMATION (PLEASE PRINT CLEARLY)

Full Name: _____ DOB: _____

Phone Number: (H): _____ (C): _____ (W): _____

Mailing Address: _____ Town: _____

Province: _____ Postal Code: _____ Email: _____

EMERGENCY CONTACT

Emergency Contact: _____ Phone Number: _____

Relationship to Participant: _____

EXPRESS ASSUMPTION OF RISK

_____ (initial) I, the undersigned, ("I", "Me" or "Participant") am aware that there are significant risks involved in all aspects of physical training and obstacle course use. These risks include but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and or my partner(s). I assume full responsibility, on behalf of myself and any minor for which I am responsible (the "Minor"), for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity, class, or open gym session while at the Bonnyville and District Centennial Centre (hereafter called the C2).

_____ (initial) I acknowledge that I have no physical impairments or illnesses that will endanger myself or others.

RELEASE

_____ (initial) In consideration of the above-mentioned risks and hazards and in consideration of the fact that I am, or my Minor is, willingly and voluntarily participating in the activities available at the C2 on Fitset Ninja's mobile obstacle course. I, the undersigned, hereby waives, releases, and irrevocably discharges the C2, Fitset Ninja, their principals, officers, directors, agents, suppliers, landlords, employees, volunteers and any other representatives (collectively, the "Released Parties") from any and all liability, claims, demands, actions or rights of action, or losses, which are related to, arise out of, or are in any way

connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the Released Parties.

----- (initial) This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

----- (initial) If I am signing on behalf of a Minor, I also give full permission for any person connected with the C2 to administer first aid deemed necessary for myself and/or the Minor, and in case of serious illness or injury, I give permission to call for medial and or surgical care for myself and/or the Minor and to transport myself and/or the Minor to a medical facility deemed necessary for the well-being of myself or the Minor. I represent and warrant that I have the authority to give such permission in respect of the Minor.

INDEMNIFICATION

----- (initial) The Participant recognizes that there is risk involved in the types of activities offered by Fitset Ninja. Therefore, the Participant accepts financial responsibility for any injury that the Participant or the Minor may cause either to him/herself or to any other participant and/or Minor due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Fitset Ninja, the Released Parties from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional acts or omission while participating in activities offered by Fitset Ninja.

PHOTO RELEASE

----- (initial) I hereby grant the C2 and Fitset Ninja, its assigns, licensees and legal representatives the irrevocable right to use my name or the Minor's name/photograph/image/audio recording/video recording/ and likeness ("My Image") in all forms and manner including but not limited to publication on Internet Web Sites, broadcasts and any other publications as released to or by the C2 or Fitset Ninja. I understand that the C2 or Fitset Ninja cannot control unauthorized use of My or Minor's image by persons not associated with the C2 or Fitset Ninja once My or Minor's Image has been published. I hereby forever waive any right to inspect or approve any publication of My or Minor's Image by the C2 and Fitset Ninja.

NINJA COURSE RULES

The waiver must be signed before dropping in.

Wristbands must be worn for access.

Children 12 and under require parental supervision.

Clean indoor shoes or sock feet only. No outdoor shoes.

Do not climb on top of Warp Walls or the rigs.

One person at a time on each obstacle.

No running around or through the course.

Do not move any obstacles.

No food or drinks in the rink and obstacle areas.

Guests may be limited to 1 hour depending on availability.

Staff reserve the right to stop any person if they do not abide by these rules.

FAMILY INFORMATION (If waiver covers multiple family members)

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

_____ (initial) I confirm that the information I entered is accurate and true and also certify that I am the parent or legal guardian of any minors listed above.

_____ (initial) I am at least 18 years old, and I have read and agree to the terms of the above agreement.

I have carefully reviewed and understand the above provisions and agree to be bound by them. I voluntarily and irrevocably give my consent and agree to this Waiver & Release.

I have read and understand the foregoing assumption of risk, and release of liability and I understand that by signing this form I am waiving valuable legal rights.

(Participant or Guardian Name)

(Signature)

(Date)