

**LIABILITY RELEASE, WAIVER AND INDEMNIFICATION**

**PARTICIPANT: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

I acknowledge that the Ninja Warrior Obstacle Course is an extreme test of physical and mental limits that carries with it inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by the operator.

I hereby represent and warrant that my child is in good physical and mental health and does not suffer from any mental or physical condition or disability which may render their participation in the Ninja Warrior Obstacle Course (the "Activities") hazardous to themselves or to others or which may impair my ability to participate in the Activities.

I acknowledge and agree that none of the Released Parties (as defined below) has any obligation or responsibility to evaluate my physical condition or any limitations associated with my participation in the Activities.

RELEASED PARTIES MEANS EACH OF THE FOLLOWING: ELITE PW LLC, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, EQUIPMENT SUPPLIERS, AND VOLUNTEERS, AND REPRESENTATIVES OF ANY OF THE FOREGOING.

I UNDERSTAND AND AGREE THAT MY CHILD IS PARTICIPATING IN THE ACTIVITIES AT THEIR OWN RISK AND I EXPRESSLY ASSUME ALL RISK OF INJURY (INCLUDING PERMANENT DISABILITY AND DEATH) ARISING OUT OF THEIR PARTICIPATION IN THE ACTIVITIES, HOWSOEVER CAUSED OR ARISING AND ACCEPT PERSONAL RESPONSIBILITY FOR THE DAMAGES FOLLOWING ANY SUCH INJURY, PERMANENT DISABILITY OR DEATH.

IN CONSIDERATION OF MY CHILD'S PARTICIPATION IN THE ACTIVITIES, I HEREBY RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, OR DEMANDS RELATING TO OR ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES.

IN ADDITION, I HEREBY WAIVE ANY CLAIMS AGAINST THE RELEASED PARTIES THAT I MAY HAVE ARISING FROM MY CHILD'S PARTICIPATION IN THE ACTIVITIES.

I FURTHER COVENANT AND AGREE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS OR DAMAGES ARISING FROM MY CHILD'S PARTICIPATION IN THE ACTIVITIES.

By signing below, I acknowledge that I have carefully read and understand the information stated above.

Parent/Guardian Printed Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_