

605 Ninja Academy Release and Waiver of Liability and Indemnification

Steinberg's Strength and Conditioning, LLC, doing business as 605 Ninja Academy (hereafter "605 Ninja Academy") requires that every person participating in any of the activities or services provided by 605 Ninja Academy must read the information below in its entirety, and in acknowledgment of understanding of the information below, personally, or on behalf of their children and/or a minor for whom the person has guardianship of, sign this document before participating in any of the activities and services provided or sponsored by 605 Ninja Academy. In consideration for allowing me and/or my child and/or a minor for whom I am guardian, to participate in the activities and services provided or sponsored by 605 Ninja Academy, I hereby voluntarily and knowingly agree to these terms.

1. Shoes and Attire. ALL PERSONS PARTICIPATING IN ANY OF THE ACTIVITIES AND SERVICES PROVIDED OR SPONSORED BY 605 NINJA ACADEMY MUST WEAR SHOES AT ALL TIMES. They must also wear appropriate clothing as approved by the 605 Ninja Academy staff.

2. Acknowledgment of Risks: I acknowledge the activities and services 605 Ninja Academy provide include, but are not limited to: ninja obstacles, obstacles training, fitness training, open gym, fitness activities, performance training, classes, and other activities performed at the 605 Ninja Academy facilities (hereafter "605 Ninja Academy activities and services"). I acknowledge and agree participating in 605 Ninja Academy activities and services involves known and unknown risks which could result in physical or emotional injury, including but not limited to: musculoskeletal injuries, broken bones, injuries caused by equipment that breaks or otherwise fails, drowning, brain damage, medical conditions resulting from physical activity, paralysis, temporary or permanent disability, and death. The risk associated with participating in 605 Ninja Academy activities and services also include property damage. I acknowledge I appreciate the character of the risks and dangers involved in participating in 605 Ninja Academy activities and services.

3. Appreciation and Assumption of Risks: Having voluntarily and knowingly acknowledged the risks associated with participating in the 605 Ninja Academy activities and services, I now expressly and voluntarily accept and assume all such risks, including the risks that may be caused by the negligence or omissions of 605 Ninja Academy. I knowingly choose to voluntarily participate in the 605 Ninja Academy activities and services, and I elect to participate despite knowing and appreciating such risks and dangers.

4. Release of Liability and Indemnification: On behalf of myself and my child's behalf and/or on behalf of a minor for whom I am guardian, my heirs and my child's heirs, my next of kin and my child's next of kin, my successors in interest and my child's successors in interests, my personal representatives and my child's personal representatives, I hereby:

A. Waive any claim or cause of action against, release from liability, and forever discharge, 605 Ninja Academy, its owners, officers, employees, and agents, for any liability for injuries to my person or property resulting from participation in 605 Ninja Academy activities or services.

B. Agree to indemnify and hold harmless 605 Ninja Academy, its officers, owners, employees, and agents for any claims, causes of action, or liability for injuries to any other person or property resulting from my or my child's and/or a minor for whom I am guardian's participation in 605 Ninja Academy services or activities.

C. I acknowledge that I have consulted with my physician and I/my child and/or a minor for which I am guardian of am/is in proper health and physical condition to participate in all 605 Ninja Academy activities and services. I certify that to the best of my knowledge, I/my child and/or a minor for whom I am guardian have no preexisting physical condition that may result in danger to myself, or others, through the participation of a physically intense program, or physical contact with others.

D. I/my child and/or a minor for whom I am guardian agree to follow any and all rules and instructions both written and verbal, as stated by the 605 Ninja Academy staff.

5. Severability. I agree that if a court of competent jurisdiction finds any portion of this agreement void or unenforceable, the remaining portions will remain in full force and effect.

Name of Parent: _____ Phone: _____

Signature: _____ Date: _____

If Participant is under 18, write down the name and date of birth for Participant:

Participant Name: _____ Date of Birth: _____