

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

**Nature of the Activity:** Ultimate Ninjas Chicago, LLC; Ultimate Ninjas Naperville, LLC; Ultimate Ninjas Libertyville, LLC; Ultimate Ninjas St. Louis, LLC (collectively “Ultimate Ninjas”) 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 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 everyday activities, other activities available at Ultimate Ninjas include parties, classes, competitions, camps, and special events.

While there are many benefits associated with these activities, Ultimate Ninjas feels it is important that adult participants and the parent/legal guardian of minor participants (collectively “PARTICIPANT/PARENT”) knows 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 Ultimate Ninjas 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 staff (e.g., misjudging the capacity of the participant and/or the failure to spot a hazard).

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.** 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.

## 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.**

## Waiver of Liability:

In consideration of permission to use the Ultimate Ninjas 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**, its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers, agents, and facility owners [hereafter referred to as "Protected Parties"] **from any and all claims and/or causes of action 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 agreement applies to: (1) any and all claims for personal injury or death arising from or in any way related to participation in Ultimate Ninjas activities and/or use of the Ultimate Ninjas facilities or equipment; and (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 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** and/or causes of action of Releasing Parties or others acting on my behalf, arising from my participation or the participation of my minor child in activities at Ultimate Ninjas facilities. I further agree to hold harmless, defend, and indemnify Ultimate Ninjas and Protected Parties against any and all claims of co-participants, rescuers, and others arising from my participation or the participation of my minor child in activities at the Ultimate Ninjas facilities.

### **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 or cause of action arising from or related to the PARTICIPANT/PARENT's use of the Ultimate Ninjas facilities, or 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. The arbitration hearing shall take place in DuPage County, Illinois, and all applicable laws of the State of Illinois shall apply. **PARTICIPANT/PARENT understands this provision constitutes a waiver of a 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.

**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.

**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.

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