



JUST IN TIME NINJAS LIABILITY WAIVER

I, the undersigned on behalf of myself, and if applicable any child over whom I am a legal guardian that I have also named below (collectively referred to as Participant), desire to voluntarily participate in activities and services provided by Just In Time Ninjas, LLC doing business as Just In Time Ninjas, LLC, host entities, and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members (collectively referred to as JITN). In consideration of my decision to participate, Participant represents and agrees that:

Participant is physically fit to participate in the strenuous physical activity associated with health and fitness training, obstacle performance training and recreational use of equipment, climbing wall, facilities, and ninja obstacles, provided by JITN and wherever located including outdoor as well as indoor sites (the "Activity") and that I may elect to immediately discontinue JITN participation, should I determine that I am no longer physically fit to participate in the Activity. Participant understands that the Activity is a potentially hazardous activity involving known and unanticipated inherent risks which could include, but is not limited to, physical injury (musculoskeletal injuries, broken bones, infectious diseases, brain damage, choking, concussions, overuse injuries, cuts and bruises blindness, hearing loss), drowning, paralysis, permanent disability, being struck by a car, DEATH and property damage in addition to risk associated with most physical activities including fainting, shortness of breath, chest pain, sun exposure, strokes, heart attack. Participants expressly accepts ALL RISKS associated with Participants participation in the Activity. Participant voluntarily releases, discharges, and agrees to indemnify and hold harmless JITN from any and all claims, demands or causes of action connected with Participants participating in this Activity, use of the equipment, climbing wall, obstacles, tools and facility which may arise from the acts or omission, other than any acts greater than ordinary negligence, of JITN. In the event that JITN incurs attorney fees to enforce this agreement, Participant agrees to indemnify JITN and to hold JITN harmless for any such fees and associated costs. Participant has adequate health insurance and/or financial resources to cover the cost of any injuries or damages which Participant may suffer due to Participant's participation in the Activity. Further, Participant grants consent to JITN to seek medical attention in the event of and injury and that Participant will be responsible, not JITN, for paying for any such care. Participant grants JITN the right to photograph, videotape, and/or record Participant and to forever use Participants name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation and without compensation to Participant. All property rights to any photographs or video material produced or prepared by JITN shall vest in and remain with JITN. Email addresses are automatically added to our newsletter and you may opt-out. Participant authorizes JITN staff the right to administer life-saving/emergency care. Participant agrees that in the event of litigation, that the laws of the state of Florida shall apply and the action shall take place in the state of Florida. Participant agrees that if a court finds any portion of this agreement void or unenforceable, the remaining portion of this agreement shall remain in full force and effect.

PARTICIPANT HAS CAREFULLY READ THIS PARTICIPATION AGREEMENT RELEASE, WAIVER OF LIABILITY & INDEMNIFICATION IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. PARTICIPANTS MAY CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING IF PARTICIPANT CHOOSES TO DO SO. PARTICIPANT IS AWARE THAT THIS IS A LEGAL CONTRACT BETWEEN PARTICIPANT AND JUST IN TIME NINJAS AND THAT IT AFFECTS PARTICIPANTS LEGAL RIGHTS. PARTICIPANT IS SIGNING THIS DOCUMENT AT PARTICIPANTS ELECTION. PARTICIPANT AGREES TO BE BOUND BY THIS AGREEMENT. A COPY IF THIS AGREEMENT IS AUTHENTIC AND AS EFFECTIVE AS THE ORIGINAL.

(ADULT)

First Name:_____

Last Name:_____

Phone Number:_____

Date Of Birth:_____

(MINOR)

First Name:_____

Last Name:_____

Date Of Birth:_____

(MINOR)

First Name:_____

Last Name:_____

Date Of Birth:_____

Signature:_____

Date:_____

(MINOR)

First Name:_____

Last Name:_____

Date Of Birth:_____

(MINOR)

First Name:_____

Last Name:_____

Date Of Birth:_____

(MINOR)

First Name:_____

Last Name:_____

Date Of Birth:_____