

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Sumner Ninja LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SMN"), I hereby agree to release, indemnify, and discharge SMN, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in indoor parkour training, ninja warrior, open gym and 5 State Warp Wall training and instruction activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips, trips, and falls; falling from equipment; collision with other participants, spectators, or objects; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, concussions, or even more severe life threatening hazards; muscular soreness, tears, cuts, strains, dislocations, fractures and broken bones; foot, ankle, leg, wrist, arm and shoulder injuries; transmissible pathogen or disease; musculoskeletal injuries including head, neck, and back; eye injury or loss; being struck by other objects dislodged or thrown from above; the use and potential or actual failure of equipment; loose and/or damaged artificial holds; abrasions from the walls, ropes, pads, or the floor; climbing out of control or beyond one's personal limits; injuries to internal organs; the negligence of other visitors, participants, or other persons who may be present; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. In any event, if you or your child is injured, any medical assistance will be at your own expense.

Furthermore, SMN personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SMN from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SMN's equipment or facilities, **including any such claims which allege negligent acts or omissions of SMN.**
- 4. Should SMN or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against SMN, I agree to do so solely in the state of Washington, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SMN on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at SMN. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____
Address _____ City _____
State _____ Zip _____ Email _____
Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____
being permitted by SMN to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SMN from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____

SUMNER NINJA LLC WAIVER FORM

Child Name: _____ Birthdate: _____
Child Name: _____ Birthdate: _____
Parent and/or guardians Name: _____ Insurance: _____

PAYMENT POLICY: Payment is due the week prior to the beginning of each session. Payment for the upcoming session guarantees your child's placement. Each session is four(4) weeks long and sessions payments need to be paid in full. Once payment has been made, there are no refunds. If your payment is not made after the first week of the session we reserve the right to remove your child(ren) from the class they are enrolled until payment is made. Please be aware that this means their spot in the same class is not guaranteed. We encourage to go on autopay which can guarantee continued placement for your child in our program. The annual registration fee is \$40 per family residing in the same household. The annual registration fee is due on January 1st of each year and is pro-rated throughout the year.

PHOTO AND MEDIA RELEASE: I am aware that individual and group publicity photos and videos are taken from time to time and in consideration for my and/or my child(ren)s participation, I grant permission for my child(ren)s likeness to be used in Sumner Ninja LLC publicity, media usage including but not limiting to social media, training tools and videos and/or advertising.

CONSENT TO MEDICAL TREATMENT: In the event that an accident or emergency, I hereby authorize Sumner Ninja LLC and its representatives, including its employees, contractors, teachers, coaches, and volunteers, to render first aid to my child(ren) to the extent deemed appropriate. I further authorize Sumner Ninja LLC and its representatives to transport or arrange from transportation, but ambulance if Sumner Ninja LLC deems is appropriate of my child(ren) to a hospital or any other medical or dental treatment for my child(ren). Additionally, I hereby agree to be personally responsible for paying for all medical and dental expenses, including transportation, which may be incurred by myself on behalf of my child(ren) as a result of injury sustained while participating at Sumner Ninja LLC, including any future medical or dental expenses related to such injury.

HOLIDAYS: Sumner Ninja LLC closes fall all major holidays including Thanksgiving, Labor Day, 4th of July, New Years and Christmas. If your child(ren) is in a class on one of these holidays, a make-up class will be offered. If the gym needs to close for any reason or a schedule change needs to be made, due to unforeseen circumstances, or any other reason deemed necessary by the owner and staff of Sumner Ninja LLC, we reserve the right to do so. In the event the gym closes for any other reason other than a holiday, a make-up day will be offered.

MAKE UPS: If a class is missed for any reason, the student is entitled to a make-up lesson in a similar class. We allow one make-up class per session of four weeks. This make-up class needs to be scheduled within the same week the student misses their original class to allow us to ensure the availability of the make-up class scheduled. If you show up for a make-up class that was not scheduled ahead of time, we reserve the right to deny your child(ren) participation.

ILLNESS: Children must be free of fever, without the aid of medication, for a minimum of 24 hours before participation in class. If your child has been sick in the past 24 hours, please do not bring them to the gym. If your child has had a fever, yellow/green mucus from their nose, vomited and/or have had diarrhea in the last 24 hours, then they need stay away from other children. Please do not bring sick siblings into the gym. If they are sick from school then they should not be brought into the gym, including observation from the viewing area.

*All legal guardians are required to sign and Acknowledge of Risk and Waiver of Liability upon registration before your child can participate in classes and or birthday parties.

* Please dress your child appropriately in snug, but comfortable clothing (no denim, belts, big zippers, or crop tops) Our staff needs to be able to assist and spot your child(ren) if needed and we want to ensure both the child and instructor feel comfortable in doing so.

* Long hair must be pulled back away from the face. This is for the safety of your child(ren) and for ease in spotting for our instructors.

* Children are not allowed to wear rings, bracelets, anklets, or dangling earrings while participating in any activity ran by Sumner Ninja LLC. If you child does, they will be asked to remove the jewelry. We are not responsible for holding or keeping these items for your child. Also, we are not responsible for any lost or misplaced items.

* No gum, food or drinks are allowed in the gym. Breaks will be given for them to drink water in the appropriate areas

* Parents and guests are encouraged to watch their children from the viewing area. Please do not enter the gym floor unless a coach asks you for your help. If for any reason you should need your child, please ask the front desk for assistance.

* For the safety of all children, please do not use flash photography at any time.

*Management reserves the right to cancel a scheduled class due to lack of participation or conflict of another class or event. Every effort will be made to accommodate each family to avoid any interruption in class times.

RESPONSIBILITIES: We make every effort to monitor children after classes. Parents need to be on-time to pick up their children, or phone ahead of time to let the front desk know of your tardiness. Many children get anxious when they don't see their parent or guardians. Sumner Ninja LLC requires notice if someone other than the parent or guardian is picking your child up. Sumner Ninja LLC is not responsible for items left in the gym or lobby. We maintain a lost and found box but cannot promise your items will be found. It is the responsibility of the parent to update records when needed and to keep auto-draft accounts, emails, physical addresses and phone numbers current.

I have read and understand the PHOTO RELEASE and MEDICAL AUTHORIZATION and PAYMENT POLICY and RESPONSIBILITY and my signature below indicates my voluntary agreement with the terms set forth above.

Parent and/or Guardian Signature: _____ Date: _____