

ACCEPT & SIGN YOUR WAIVER

**PLEASE REVIEW THE FOLLOWING AGREEMENT, AND SIGN AT THE BOTTOM.
(Me and My Child)**

PLEASE READ CAREFULLY!

NINJAZ Canada Inc.

[Ninja Course - Rock Climbing - Indoor Playground]

Assumption of Risks, Release of Liability, Waiver of Claims, and Indemnification Agreement.
By signing this waiver document, you will waive certain legal rights, including the right to sue.

Nature of Activity: NINJAZ Canada Inc. is an indoor playground which offers clients the opportunity to participate in a number of recreational activities including, but not limited to, obstacle-course related activities, gymnastics, aerobics, rock climbing, soft play activities, warped walls, rig workout station, private parties, dance programs, Zumba classes, yoga, after-school programs, School trips, parent-tot programs, Preschool programs related to fitness, music and arts, Summer/Winter/Holiday Camps, corporate team building programs and fitness programs for special-needs children. These activities may have health benefits including, but not limited to, improved physical fitness, more energy, encourage healthy competition, increased self-confidence and provide an enjoyable time in a safe environment.

Various activities provided at NINJAZ Canada Inc. range from very mild to strenuous activity and like all physical activities, involve some risk of injury. While it is impossible to eliminate all risk and possibility of Injury, NINJAZ Canada Inc. has designed the facility with safety in mind; has trained supervisors on duty; complete and thorough background checks on all employees; Provides warm up and activity based safety instructions on the ninja warrior obstacle course, rock climbing and during other activities; display of signs communicating playground safety information, rules and policies; implementing strict rules and regulations that focus on safety through out the facility.

Assumption of Risks, Release of Liability, Waiver of Claims, and Indemnification Agreement:

In Consideration of permission to use NINJAZ Canada Inc. property, facilities, and services, today and on all future dates, I, the PARTICIPANT/PARENT/GUARDIAN agrees as follows on behalf of myself, my spouse, my children, my heirs, my parents/guardians, personal /legal representatives, assigns and estate:

I understand and acknowledge that my participation in NINJAZ Canada Inc. games & activities involve known and unforeseen risks that could result in physical or emotional injury, paralysis, death or damage to myself, my property, NINJAZ Canada Inc.'s property and to third parties. The risks include, but are not limited to, muscle strains/sprains; bruises; minor cuts; abrasions and contusions; broken bones; ligament and joint injuries; concussions, eye injury and other serious injuries that could result in brain injury; paralysis; heart attack, and death. The risks involved in using Ninja Warrior Obstacle Course, Rock Climbing and Soft Play equipment and other games & activities include, among other things, injuries caused due to: colliding with or landing on other participants, attempting to climb, do flips, swing and jump beyond participant's capacity; erratic behaviour; over-excited participants; unexpected equipment failure and supervisory or judgment error by supervisory staff. While it is impossible to eliminate all risk and possibility of Injury, NINJAZ Canada Inc. seeks to create a safe environment for all participants and non-participants but they are not infallible. The employees/staff at NINJAZ Canada Inc. might be unaware of participants' health or abilities; might

give incomplete warnings or instructions that might result in unforeseen risks and injuries. Travelling to & from NINJAZ Canada Inc. location raises the possibility of any manner of transportation accidents.

I understand and expressly agree to have read the above paragraph and know that NINJAZ Canada Inc. activities contain risks and that participating in such activities may result in any type of injury/ injuries as mentioned above. **I hereby assert that my participation is voluntary and that I knowingly assume all of the risks existing in the activities at NINJAZ Canada Inc. playground.**

I understand and acknowledge that in case I and/or my child/children/ward are injured while at NINJAZ Canada Inc., medical assistance would be required, which I acknowledge will be at my own expense or expense of my personal Insurer(s). I understand and agree that NINJAZ Canada Inc. shall not be liable and will not pay for any cost or expenses incurred.

I hereby voluntarily release, forever discharge, and agree to hold harmless, defend, and indemnify NINJAZ Canada Inc., its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers, and agents and waive any and all claims, that I have or may have in the future against NINJAZ Canada Inc. I hereby release NINJAZ Canada Inc. from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my family, heirs, assigns, personal representatives and estate may suffer as a result of my participation in NINJAZ Canada Inc. games and activities.

This agreement applies to 1) personal injury, including death, from incidents or illnesses arising from participation in NINJAZ Canada Inc. games & activities, including, but not limited to, classes, programs, individual use of facilities and/or equipment, shower/locker room area, and all premises including the associated sidewalks and parking lots and 2) to any and all resulting from the damage to, loss of, or theft of property.

By signing this waiver, I agree and acknowledge that I am aware of any previous injuries I have sustained. I am aware that by participating in such activity, there is a risk in re-injuring any pre-existing injury and I waive any and all claims.

I acknowledge that I have read, viewed or heard the rules central to my participation and/or my child/ children/ward's participation in any activity at NINJAZ Canada Inc. I certify that I understand all the rules that have been implemented for the safety of all participants, including myself and/or child/ children/ward at NINJAZ Canada Inc.

I further grant NINJAZ Canada Inc. the right to photograph, videotape and/or record me and/or my child/children/ward and to use this information on Facebook, website and /or any other social media platform in connection with exhibitions, publicity, advertising and promotional materials without reservation, limitation or compensation.

Please Initial the box

I certify that I have read and understood this agreement and I agree to be bound by its terms.

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Please note, this must be completed entirely for it to be a valid waiver. If any information is missing, you and your child will not be permitted into the facility.

Minor Information:

First Name: _____ Last Name: _____

Date of Birth: ____/____/____ Sex: M / F

Parent/Legal Guardian Information:

First Name: _____ Last Name: _____

Date of Birth: ____/____/____ Sex: M / F

Address: _____

City: _____ Province: _____ Postal Code: _____

Contact Number: _____

In consideration of the above named minor being permitted to participate in NINJAZ Canada Inc.'s games and activities and to use its equipment and facilities, I, undersigned parent/legal guardian agree on behalf of the minor to the above assumptions of risk, release of liability and waiver of claims and to release, indemnify and hold harmless NINJAZ Canada Inc. from any and all claims connected with participation in such activities. I further certify that I am the parent/legal guardian of the Minor on this agreement or that I have been granted power of attorney to sign this agreement on behalf of the parent /legal guardian of the minor on this agreement and give permission and approve the participation of the above Minor in the various games and activities available at NINJAZ Canada Inc.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall be in full force and effect.

Parent/Guardian Name	Parent/Guardian Signature	Date
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