

**PARTICIPANT AGREEMENT
WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK AND WARNING OF RISK**

Participant Name: _____ **Address:** _____ **Date of Birth:** _____

Emergency Contact Name: _____ **Emergency Contact #:** _____

1. I understand that entering Ninja Challenge is a hazardous activity and that I should not participate unless I am medically able to.
2. I understand that Ninja Challenge presents extreme obstacles including, but not limited to: steep hills, large walls, cargo climbs, rope swings, water bridges.
3. I know these activities are potentially dangerous and that I could be injured or even killed, but I accept them anyway and assume all risks (including, but not limited to: falls, contact with other participants, negligent or wanton acts of myself or other participants, any defects or conditions of premises, and the effects of weather including high heat and/or humidity, all such risks being known and appreciated by me.)
4. I know the race will be conducted on land not owned by Ninja Challenge, LLC, and because Ninja Challenge, LLC may not be familiar with any dangerous conditions there, it has no duty to warn me. I understand that the Ninja Challenge course may contain insects, plants, wild animals, and water that has not been tested for chemicals, disease, or any contamination whatsoever, and I assume the risk of participating in these conditions.
5. If I am injured, I will not make any claim against Ninja Challenge LLC. I will also indemnify (reimburse) Ninja Challenge LLC if any other person makes a claim against it for anything I did.
6. I understand Ninja Challenge LLC does not provide medical services or insurance.
7. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
8. I agree that Ninja Challenge, LLC is not responsible for any personal items or property that is lost or stolen at Ninja Challenge.
9. I agree to and will abide by Ninja Challenge requirements that no pets, wheeled baby conveyances, or other wheeled means of conveyance are permitted specifically within the race obstacle course.
10. I hereby assign all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of Ninja Challenge I may take or capture to Ninja Challenge, LLC. Ninja Challenge, LLC hereby grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purposes only, any and all photographs, motion pictures, recordings, or other records of Ninja Challenge I may take or capture.
11. I agree to abide by any decision of a race official relative to my ability to safely compete in the race. I agree that the Ninja Challenge, LLC race directors reserve the right to cancel Ninja Challenge in the event of accidents, labor disputes, acts of war or terrorism, military or armed conflicts, insurrections, rebellions, riots, explosions, lightning, earthquakes, fires, storms and floods, or, if in the discretion of Ninja Challenge, LLC, any such acts or causes which require cancellation of the event for safety or security reasons, or, if Ninja Challenge, LLC cancels the event for any other reason pursuant to 48 hour written notice. In the event of such cancellation, there will be no refund of my registration fee.
12. I understand and agree that I am expected to exhibit appropriate behavior at all times and to obey all civil and criminal laws. This includes, generally, respect for all people, equipment, and facilities. I will not while racing consume or be under the influence of any alcohol, drug or substance. Ninja Challenge, LLC may dismiss me, without refund, should my behavior endanger the safety of or negatively affect a race, person, facility, or property of any kind.
13. I agree that all entry fee payments are final and non-refundable

I acknowledge that I have carefully analyzed, accepted, and agreed to the terms of this Release and Liability Waiver, know and understand their contents, and sign on my own free act and deed.

Participant/Parent/Guardian Signature

Date