



# NINJA 101

511 Victoria St Wetherill Park 9757 3005 info@ninja101.com.au

## PARTY / FUNCTION WAIVER:

Welcome to Ninja 101, we kindly ask that the party/event host each participant has completed their details and parents/ guardians have signed for children and adults for themselves. Access to Ninja 101 equipment and the obstacle course is not permitted without this waiver completed for the participant.

Party hosts are welcome to print these prior to the event and have ready for your guest to simply read and sign.

Date	
Party / Event Time	

Name of Event Host	
Child's Name or Company Name	
Phone	
Email	
Address	

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

**Nature of the Activity** Ninja 101 is a recreational facility which offers participants the opportunity to engage in a number of recreational activities designed for fun and fitness. Activities include manoeuvring 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. Ninja 101 activities include running up the warped wall, swinging from ropes, rings and cannon balls, jumping castle, gymnastics style tumbling, ring slider, quintuple steps, balance beams, and many more. Other activities available at Ninja Kids include parties, classes, competitions, school holiday programs, and special events.

However, while there are many benefits associated with these activities, Ninja 101 feels it is important that the PARTICIPANT/PARENT (which refers to either an ADULT Participant, OR a MINOR Participant and PARENTS/LEGAL GUARDIANS) knows that Ninja 101 activities range from moderate to strenuous. Consequently, Ninja 101 activities, like all physical activities, involve some risks of injury that are inherent to the activity. Some of the *inherent risks* of the Ninja 101 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 manoeuvres 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 Ninja 101 staff (e.g., supervisor misjudging the capacity of the participant to perform a task; failure to spot a hazard during facility inspection).

Further, Ninja 101 feels that it is important that the PARTICIPANT/PARENT understands that minimal, serious and catastrophic injuries can occur in any physical activity. While it is impossible to eliminate all risk and possibility of injury, Ninja 101 1) has designed the facility with safety as a prime concern; 2) provides padding of floors and many stationary objects; 2) has trained supervisors on duty; 3) provides general supervision of activities; 4) provides instruction and emphasizes safe skill progressions.

I, the PARTICIPANT/PARENT, have read the above paragraphs and **know** that activities at Ninja 101 contain inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level (or that of my minor child), and **I appreciate the types of injuries** that may occur as a result of activities at Ninja 101 and their potential impact on my well-being and lifestyle (or that of my minor child). **I hereby assert that my participation (or that of my minor child) is voluntary and that I (and my child) knowingly assume all inherent risks.**

In consideration of permission to use the Ninja 101 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 Futsal Institute T/A Ninja 101**, its owners, directors, officers, sponsors, affiliates, employees, volunteers, independent contractors, equipment providers, agents, and facility owners [hereafter referred to as Protected Parties] from liability **from any and all claims arising from the ordinary negligence** of Ninja 101 or the Protected Parties.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in Ninja 101 activities (including, but not limited to, instruction, individual or group play, parties, competitions, classes, school holiday programs, special events, observation, use of Ninja 101 facilities or equipment, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property. 3) I authorize any representative of Ninja 101 to contact medical services for myself/child and I assume the cost associated with this.

I, the PARTICIPANT/PARENT, also agree to protect, defend, indemnify and hold Futsal Institute T/A Ninja 101, including its Protected Parties from and against any and all claims, demand, losses, suits, liabilities, costs, or other damages including court costs and attorney's fees, arising from any injury to, or death of son/daughter, the undersigned, or any other persons or damage to or destruction of property arising out of or in connection with any damage to third parties occasioned by, incident to, arising out of, or in connection with my/ my son/daughter's participation.

**In order for Ninja 101 to more effectively provide for the safety of the participant, Ninja 101 asks PARTICIPANT/PARENTS to help us by certifying the following:**

## Rules and Actions

- Agree to obey all safety rules and alert the staff to any rules violations or dangerous behaviour of co-participants.
- Agree to respect the facility and equipment and not willingly cause damage to any piece of equipment or any area of the facility.
- 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 Ninja 101 activities.
- Have no health problems that would make participation in Ninja 101 activities unwise.
- Authorise Ninja 101 to administer emergency first aid and/or CPR when deemed necessary by coaches, staff or volunteers.
- Authorize Ninja 101 to secure emergency medical care or transportation when deemed necessary by Ninja 101 and I agree to assume all costs of emergency medical care and transportation.

## Photo/Video

I understand Ninja 101 produces promotional material about the program and facility. I understand that I/my son/daughter may be included in videotape or photography taken at Ninja 101. I hereby grant Ninja 101, its successors, assignees, licensees, sponsors, any television networks and all other commercial exhibitors the exclusive right to photograph and/or videotape myself/ my son/daughter and further to utilise my/my son/daughter's name, face, likeness, voice and appearance as part of the event, and in advertising and promotion of the event and facilities.

## Release

## 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.**

Additionally, I, the Parent/Guardian of a minor participant, assert that **I have explained the risks of Ninja 101 activities and Ninja 101 safety rules** to my minor son or daughter and that he or she understands the risks and agrees to follow the rules.

**PARTY PARTICIPANTS:**

The information that I have provided here is correct and any incorrect information may cause my registration invalid and void. By signing below I agree that the participant is physically well and capable of participation on the Ninja 101 course and inflatables and I agree I have read the above Assumption of Risk, Waiver of Liability and Indemnification Agreement. \*

PARTICIPANT	Parent Email	Parent name & Signature
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All participants are to be included on this form with parent/guardian signature or they can not actively participate in the party.