

Warrior Zone, LLC

WAIVER AND RELEASE OF LIABILITY FORM

In consideration for participating in the sport of ninja obstacle racing, you hereby certify that you are physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional or otherwise. You further certify that there are no health-related reasons or problems which preclude your participation in this activity.

You (each client, guest, and all participating family members) agree that if you engage in any physical exercise or activity or use any gym amenity on the premises or off premises, including any sponsored gym event, you do so voluntarily and entirely at my own risk and assume all risks of injury, illness, or death.

You acknowledge that this waiver and release of liability form will be used by Warrior Zone, LLC, event holders, sponsors, and organizers of the activities in which you may participate, and that it will govern your actions and responsibilities at said activity.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of (1) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (2) the sudden and unforeseen malfunctioning of any equipment, (3) our instruction, training, supervision, (4) your slipping and/or falling while in the building, or on the premises, including adjacent sidewalks and parking areas.

You hereby grant Warrior Zone, LLC permission to use your image and likeness in all forms of media, to include photographs, video recordings, social media posts, and website entries, without payment or any other consideration. You understand and agree that these materials will become the property of Warrior Zone, LLC and will not be returned. You hereby irrevocably authorize Warrior Zone, LLC to edit, alter, copy, exhibit, publish or distribute this image and likeness for purposes of publication in any programs or for any other lawful purpose. In addition, you waive the right to inspect or approve the finished product, including written or electronic copy, wherein your image and likeness appears. Additionally, you waive any right to royalties or other compensation arising or related to the use of the image and likeness.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a release of liability. You expressly agree to release, discharge, and hold harmless Warrior Zone, LLC, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims, demands, and causes of action which you, your heirs, representatives, executors, administrators, or any other persons acting on your behalf or on behalf of your estate have or may have by reason of this authorization. You further agree to voluntarily give up or waive any right that you may otherwise have to bring any legal action against Warrior Zone, LLC, and its affiliates, employees, agents, representatives, successors, or assigns for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the facility, its agents, and employees.

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If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect, and the offending provision of provisions severed here from.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

The Waiver and Release of Liability form shall be construed broadly to provide a release and waiver to the maximum extent permissible under North Carolina law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant Name (Printed): _____

Participant Name (Signed): _____

Participant Date of Birth: _____

*****If under 18 years old, Parent or Guardian must sign below*****

Parent/ Guardian (Printed): _____

Parent/ Guardian (Signed): _____

Today's Date: _____

Email Address (Printed): _____

Phone Number (Printed): _____

Additional Participant's Name and DOB (Printed): _____

Additional Participant's Name and DOB (Printed): _____

Additional Participant's Name and DOB (Printed): _____

Additional Participant's Name and DOB (Printed): _____

Additional Participant's Name and DOB (Printed): _____