

NINJA RANCH – LIABILITY WAIVER

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH, INSIDE, OUTSIDE AND ON THE PROPERTY AT 4078 THOMAS STREET, OCEANSIDE, CA 92056 including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

If you have read and understand the above paragraph, initial here: _____

I acknowledge that participating in regular and extreme sports stunts and obstacles including but not limited to; flips, jumps, salmon ladders, peg climbers, ropes, chains, weights, obstacles etc. is extremely dangerous and minor physical injuries while participating in any of these or similar types of activities is common. Catastrophic injuries are rare; however, we feel that our guests should be aware of the possibility. These injuries can include strains, sprains, broken bones, spinal injuries, paralysis, stroke, heart attack, permanent disabilities and even death.

If you have read and understand the above paragraph, initial here: _____

I certify that I am 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. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

If you have read and understand the above paragraph, initial here: _____

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the owners and habitants of 4078 Thomas Street, Oceanside, CA 92056 of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

If you have read and understand the above paragraph, initial here: _____

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: The habitants or owners of the property located at 4078 Thomas Street, Oceanside, CA 92056, and including but not limited to; employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers.

If you have read and understand the above paragraph, initial here: _____

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

If you have read and understand the above paragraph, initial here: _____

I acknowledge that the habitants of 4078 Thomas Street, Oceanside, CA 92056 and their volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

If you have read and understand the above paragraph, initial here: _____

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers and observers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

If you have read and understand the above paragraph, initial here: _____

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the owners, activity holders, producers, sponsors, organizers, and assigns.

If you have read and understand the above paragraph, initial here: _____

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

BY SIGNING BELOW I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND 100% OF ITS CONTENT.

I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant Name: _____

Participant/Parent/Guardian Signature: _____

Email Address (optional): _____

Today's Date: _____