

FIGHTING LYONS - NINJA & PARKOUR ACADEMY

WAIVER FORM:

Waiver Information:

Nature of the Activity: Fighting Lyons - Ninja & Parkour Academy is a recreation facility which offers clients the opportunity to participate 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. Fighting Lyons - Ninja & Parkour Academy activities include running up the warped wall, swinging from ropes, rings and cannon balls, trampoline, gymnastics style tumbling, ring slider, quintuple steps, balance beams, and many more. Other activities available at Fighting Lyons - Ninja & Parkour Academy include parties, classes, competitions, school holiday programs, and special events. However, while there are many benefits associated with these activities, Fighting Lyons - Ninja & Parkour Academy 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 Fighting Lyons - Ninja & Parkour Academy activities range from moderate to strenuous. Consequently, Fighting Lyons - Ninja & Parkour Academy activities, like all physical activities, involve some risks of injury that are inherent to the activity. Some of the *inherent risks* of the Fighting Lyons - Ninja & Parkour Academy 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 behaviour of the participant, erratic or careless behaviour of other participants, supervisory or judgment error by Fighting Lyons - Ninja & Parkour Academy staff (e.g., supervisor misjudging the capacity of the participant to perform a task; failure to spot a hazard during facility inspection). Further, Fighting Lyons - Ninja & Parkour Academy 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, Fighting Lyons - Ninja & Parkour Academy 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.

Assumption of Inherent Risks:

I, the PARTICIPANT/PARENT, have read the above paragraphs and **know** that activities at Fighting Lyons - Ninja & Parkour Academy 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 Fighting Lyons - Ninja & Parkour Academy 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.**

Waiver of Liability for Ordinary Negligence:

In consideration of permission to use the Fighting Lyons - Ninja & Parkour Academy 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 Southern Gyms Pty.Ltd T/A Fighting Lyons**, 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 Fighting Lyons - Ninja & Parkour Academy or the **Protected Parties**. This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in Fighting Lyons - Ninja & Parkour Academy activities (including, but not limited to, instruction, individual or group play, parties, competitions, classes, school holiday programs, special events, observation, use of Fighting Lyons - Ninja & Parkour Academy 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. I authorize any representative of Fighting Lyons - Ninja & Parkour Academy to consent and authorize any medical attention, treatment, surgery or administration of drugs by qualified and licensed medical personnel for my son/daughter, which may become necessary.

Indemnification Agreement:

I, the PARTICIPANT/PARENT, also agree to protect, defend, indemnify and hold Southern Gyms Pty. Ltd T/A Fighting Lyons , 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 Fighting Lyons - Ninja & Parkour Academy to more effectively provide for the safety of the participant, Fighting Lyons - Ninja & Parkour Academy asks PARTICIPANT/PARENT to help us by certifying the following:** I, the PARTICIPANT/PARENT,

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 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 Fighting Lyons - Ninja & Parkour Academy activities.
- Have no health problems that would make participation in Fighting Lyons - Ninja & Parkour Academy activities unwise.
- Authorize Fighting Lyons - Ninja & Parkour Academy to administer emergency first aid and/or CPR when deemed necessary by coaches, staff or volunteers.
- Authorize Fighting Lyons - Ninja & Parkour Academy to secure emergency medical care or transportation when deemed necessary by Fighting Lyons - Ninja & Parkour Academy and I agree to assume all costs of emergency medical care and transportation.

Photo/Video Release

- I understand Fighting Lyons - Ninja & Parkour Academy produces promotional material about the program. I understand that I/my son/daughter may be included in videotape or photography taken at Lyons Ninja & Parkour Academy. I hereby grant Lyons Ninja & Parkour Academy, 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 utilize my/my son/daughter's name, face, likeness, voice and appearance as part of the event, and in advertising and promotion of the event.

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 clicking the agreement box 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 Fighting Lyons - Ninja & Parkour Academy activities and Fighting Lyons - Ninja & Parkour Academy safety rules** to my minor son or daughter and that he or she understands the risks and agrees to follow the rules.