Dual Release of Liability Waiver®

Name of child participant (if under 18):

Name of adult/parent:

I, (we) despite all reasonable precautions implemented for safety, am (are) fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses associated with participation in the programs or activities. I (we) knowingly and willingly assume all such risks. Consequently, I (we) hereby for myself, heirs, executors and administrators, do waive and release any and all rights and claims for damages against the owner, operators, coaches and other members of <u>Mile High Dive Club LLC or Flip School LLC</u> (the releases) from personal injury or accident of any sort or nature suffered by me (us), the undersigned, by reason of participation or membership in classes, lessons or any programs or activities of <u>Mile High Dive Club LLC</u> or Flip School LLC.

I (we) hereby assign and grant <u>Mile High Dive Club LLC or Flip School LLC</u> the right and permission to copyright and/or publish photographic portraits or video of my diver or myself and/or photographs or videos in which I may be included whole, in part or composite. The above photographs or videos may be used for advertising, trade, art, and/or any other lawful purpose. I hereby waive my right to inspect and/or approve the finished product used in connection therewith. I hereby release and discharge <u>Mile High Dive Club LLC or Flip School LLC</u>, its successors and all persons acting under the Agency's permission or authority or those for whom <u>Mile High Dive Club LLC or Flip School LLC</u> is acting from any liability by virtue of alteration or use in composite form that may occur in any process in completion of the finished product. In addition, I waive all claims for compensation or damages.

Participant signature (if over 18)

Minor Release
Name of Parent/guardian
I, the minor's parent and/or legal guardian, understand the nature of these activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasee's from all liability claims, demands, losses, or damages on the minor's account, including negligent rescue operations. I further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees named above, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

Signature of Parent or Guardian

Date:

Dual waiver 9/12 WAIVER OF LIABILITY

In Consideration of participation in Ninja Zone, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe conditions are unsafe, I will immediately discontinue participation in the Activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participation in the event, the conditions in which the event takes place, or the negligence of the "releases" named below. I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity. I hereby release, discharge, and covenant not to sue Flip School or Ninja Zone, its respective administrators, directors, agents, officers, volunteers, employees, other participants, sponsors, advertisers and, if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the RELEASEES herein), from all liability, claims, demands, losses, or damages on my account caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releases from any loss, liability, damage, or cost, which any may incur as the result of such claim.

Any and all Ninja skills will be conducted in a safe gym environment and will hold Flip School and Ninja Zone harmless of any injuries incurred in and outside gym areas.

I have read the Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Signature

PHOTO RELEASE WAIVER

I hereby authorize Flip School and Ninja Zone to publish the photographs and videos taken of me and/or the undersigned minor children, and our names, for use in the printed publications, website and training purposes. I release Flip School and Ninja Zone from any expectation of confidentiality for the undersigned minor children and myself and attest that I am the parent or legal guardian of the children listed below and that I have the authority to authorize the use of their photographs, videos and names. I acknowledge that since participation in publications and websites produced by Flip School and Ninja Zone is voluntary, neither the minor children nor I will receive financial compensation. I further agree that participation in any publication and website produced Flip School and Ninja Zone, its contractors and its employees from liability for any claims by me or any third party in connection with my participation or the participation of the undersigned minor children.

Date: _____