

WARRIOR FACTORY PARTICIPATION AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of The Warrior Factory – LLC, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as “Warrior”), I hereby acknowledge and agree to release, indemnify, and discharge Warrior, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Warrior facilities, services, equipment, or activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I assume full, sole responsibility for such risks. Warrior offers a recreational facility which offers participants the opportunity to participate in a number of recreational activities designed for fun and fitness. Activities include maneuvering one’s body by climbing, jumping, swinging, hanging, balancing, and other tasks designed to increase the strength, endurance, general fitness and confidence of each participant. The risks include, among other things: Warrior facilities and training obstacles entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. The Warrior facilities and training obstacles expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment and obstacles, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well such as heart attacks, strokes, concussions, other brain injuries, paralysis, and death. While the more catastrophic injuries are much more remote, it is important to be aware of all possibilities. Participation in the training obstacles is inherently dangerous and can cause serious injury and must be done at the participants own risk. Additionally, there may be accidental injuries occurring anywhere in Warrior dressing rooms, showers, or other facilities. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, Warrior Employees might be unaware of a participant’s health or abilities. Additionally, they may give incomplete warnings or instructions, and the equipment being used might malfunction. Other inherent risks include erratic or careless behavior of the participant or other participants.
2. I expressly agree and promise to accept and assume all of the risks existing in the Warrior activities and training programs. My participation in the Warrior activities and training programs is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Warrior from any and all claims, demands, or causes of action, which are in any way connected with my participation in Warrior activities or my use of Warrior’s equipment or facilities including any such claims which allege negligent acts or omissions of Warrior.
4. Should Warrior or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I further represent and warrant that (a) Warrior advised me to receive medical clearance from my private physician prior to starting or participating in any training program provided by Warrior, (b) I have consulted a physician concerning the training program, (c) I agree to follow all safety rules and instructions and wear required safety equipment applicable to the activity, (d) I authorize Warrior to provide or make decisions for emergency medical care for me such as emergency medical transport, first aid, or CPR.
6. In the event that I file a lawsuit against Warrior, I agree to do so solely in the state of New York, and I further agree that the substantive law of New York shall apply in that action without regard to the conflict of law rules of that state. I agree that this release, waiver and indemnity is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, the balance shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Warrior activities or programs, I may be found by a court of law to have waived my right to maintain a lawsuit against Warrior on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Participant's Signature: _____ Print Name: _____ Date: _____

Address: _____ City: _____ State: _____ Zip Code: _____

E-Mail: _____ Phone: _____ Date of Birth: _____

Cell Phone Number: _____ Emergency Contact and Phone Number: _____

I further grant Warrior, the right to photograph, videotape, and/or record me and/or my child and to use my or my child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I would like to receive free email promotions and discounts to the email address provided above. I may unsubscribe to emails from Warrior at any time.

**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by Warrior to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Warrior from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I further certify that I am the parent or legal guardian of the minor on this agreement.

Parent or Legal Guardian's Signature: _____ Print Name: _____ Date: _____

Waiver accepted by _____ (Warrior Employee)