



PUMP IT UP WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

THIS SECTION MUST BE READ THROUGH AND COMPLETED BY PARENT OR GUARDIAN OF PARTICIPANT BEFORE REGISTRATION.

As consideration for being allowed to enter the play area and/or participate in any party and/or program and/or event at Pump It Up, the undersigned, on his or her own behalf, and on the behalf of the minor participant, if any, identified below (the "Participant"), acknowledges, appreciates, understands, and agrees to the following:

- 1. I am at least 18 years old and am legally competent to understand and complete this Agreement. I hereby execute this Agreement without coercion. I represent that I am the parent or legal guardian of the Participant, if any, identified below. The Participant and I are of physical ability to participate and be present in this location.
2. I recognize, acknowledge, agree, and understand that there are known and unknown risks associated with presence in a Pump It Up location, participation in any Pump It Up activities (including without limitation parties, Pop-In Playtime, and Open Play), and the use of the play area, inflatable equipment, and any and all other Pump It Up equipment. These risks include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death, as well as exposure to bacteria, fungus, viruses, unknown contagious diseases, and/or COVID-19.
3. I, for myself and the Participant, willingly assume any risks associated with our presence and participation and accept that there are also risks that may arise due to other participants, which I also willingly assume.
4. I certify that I have adequate insurance to cover any injury, sickness, illness, or damage that I or the Participant may cause or suffer while present in a Pump It Up location or while participating in any activities at Pump It Up, or if not, that I shall bear all costs and expenses associated with or arising out of any injury, sickness, illness, or damages to myself, the Participant, or others. I further certify that I am willing to assume the risk of any medical or physical condition the Participant or I may have.
5. I agree that the Participant and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions from Pump It Up staff as conditions for our presence and participation in any activities of any nature at Pump It Up. I further consent to Pump It Up staff taking my or the Participant's temperature, and I acknowledge that the Participant and I may be denied access to or forced to vacate Pump It Up if either of us evidence any symptoms of sickness or illness, including, without limitation, symptoms of exposure to bacteria, fungus, viruses, unknown contagious diseases, or COVID-19.
6. I, for myself, the Participant, and our respective heirs, assigns, representatives, family members, estates, and next of kin, hereby waive, release, hold harmless, and indemnify the owner(s) of this Pump It Up facility, Pump It Up Holdings, LLC, and their respective predecessors, successors, parents, subsidiaries, affiliates, officers, members, directors, and employees (collectively, the "Released Parties") from and against any and all actual or alleged injuries, liabilities, or damages related to our presence or participation, except for those arising from the gross negligence or willful misconduct of the Released Parties.
7. I additionally agree to indemnify, hold harmless, and defend the Released Parties for, from, and against any defense costs or expenses arising from or related to any and all actual or alleged claims, injuries, liabilities, or damages related to our presence or participation, except for those arising from the gross negligence or willful misconduct of the Released Parties.
8. I understand that entry, by myself and the named Participant, into a Pump It Up location constitutes consent for Pump It Up to use any film, video, or likeness of me and the Participant for any purpose whatsoever, without payment to us.
9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
10. Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim, or dispute to binding arbitration. The arbitration shall take place, at Pump It Up's sole option, either in Phoenix, Arizona or within 25 miles of this Pump It Up location. The arbitration shall be before a single arbitrator in accordance with the rules of the American Arbitration Association then in effect. If, for whatever reason, the parties elect to not arbitrate a matter, each waive their right to a jury trial.
11. By signing this document, I acknowledge that I am voluntarily giving up important legal rights and that if anyone is hurt or property is damaged during our presence or participation in any activities, I may be found by a court or arbitrator to have waived my right to maintain a lawsuit or pursue damages on my own behalf and on behalf of the Participant against the Released Parties for any claim from which I may have released them in this Agreement.

Participant Name (please print): _____

Parent / Guardian Name (please print): _____

Parent / Guardian Signature: _____

Date: _____

Emergency Contact Number: _____ Email*: _____

*Email Guarantee: Pump It Up will only use your email address to send you exclusive offers, coupons, current events, and news. We will never sell or otherwise share your email address.

⚠ WARNING: Some of the bounce houses in this location can expose you to chemicals which are known to the State of California to cause cancer. For more information, go to www.P65Warnings.ca.gov.



**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK
SHOES ARE REQUIRED FOR ALL PARTICIPANTS
ALL PARTICIPANTS MUST BE 5 YEARS OR OLDER**



In consideration of the services of Conquer Athletics LLC, Conquer Ninja Warrior Woodbury LLC, Conquer Ninja Warrior Burnsville, LLC, Blaine Ninjas LLC, Conquer Rigging LLC, Conquer Franchising LLC, Four Ninjas Fargo LLC, Conquer Ninja Arizona LLC, Conquer Ninja Arizona Scottsdale LLC, Finish Line Wellness Group LLC, MTC Fitness LLC their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CQ"), I hereby agree to release, indemnify, and discharge CQ, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I acknowledge that my participation in ninja warrior gym training and instruction 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.
The risks include, among other things: slips and falls; collision with fixed objects or people; falling from equipment; muscular strains and tears, sprains, cuts, bruises, fractured bones, and nerve damage; muscle soreness; musculoskeletal injuries including head, neck, and back; injuries to internal organs; rope burns; pinches, scrapes, twists and jolts that could result in scratches, lacerations, concussions, or even more severe life threatening hazards; dehydration; the failure to participate safely or within one's own ability or within designated area; the negligence of other participants or persons who may be present; emotional and psychological injuries; transmissible pathogens or diseases; my own physical condition, and the physical exertion associated with this activity. In any event, if you or your child is injured, any medical assistance will be at your own expense.
Furthermore, CQ personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
- I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CQ from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CQ's equipment or facilities, including any such claims which allege negligent acts or omissions of CQ.
- Should CQ 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
- 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.
- In the event that I file a lawsuit against CQ, I agree to do so solely in the state of Minnesota, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- MEDIA RELEASE.** I grant CQ and its representative representatives and agents the right to take photographs, video, film and /or audio of me at the CQ location ("Media"), and hereby grant CQ permission to the rights of my image, likeness and use of my voice and all Media without payment or promise of any other consideration. I understand that my image may be edited, copied, exhibited, published, or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. I agree that CQ may use such Media with or without my name, for any lawful purpose, and without further consideration, including for example, publicity, illustration, advertising, marketing and electronic content and campaigns. I acknowledge the right of CQ to crop, edit and use the Media at its discretion. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. By signing below, I understand this permission signifies that the Media may be electronically displayed via the Internet or in the public setting including advertising and promotional purposes. I acknowledge by signing this release, I give up all claims of ownership, income, editorial content, and use of the resulting Media, and assign all copyright ownership to CQ. I also release CQ for any claims or liabilities whatsoever relating to the Media or the use thereof. I acknowledge there is no time limit on the validity of this release nor is there any geographic limitation on where the Media materials may be distributed.
- CONSENT TO NOTICES, OFFERS, AND OTHER COMMUNICATIONS.** CQ or its authorized designees may contact me via telephone, email, text message or other means from time to time for the purpose of notifying me of issues related to my customer account or billing information or for payment processing issues or special offers. By providing CQ with my contact information and signing this agreement, I give my prior express written consent to receive from CQ or its authorized delegate at any address, email address, or phone number provided to it: (1) membership and billing-related communications, and (2) offers, promotions, and marketing or other forms of communication to my email address and / or mobile phone number listed above, via automated technology, during or after termination of this agreement. This consent is not a condition of purchasing any goods or services from CQ, and I may opt out of this consent by contacting the CQ location which I am a customer, or as may be instructed in the communication. Data and usage charges may apply.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived by right to maintain a lawsuit against CQ 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.

Print name _____ DOB ____/____/____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

**PARENTS OR 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 CQ to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless CQ 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.

Parent or Guardian Signature _____ Print Name _____ Date _____