

MOTUS FIT, LLC
ADULT WAIVER ACKNOWLEDGMENT OF RISK, RELEASE & WAIVER OF LIABILITY, INDEMNITY, AND
MULTIMEDIA LICENSE AGREEMENT

I. CONTACT INFORMATION

Name of Participant(s): _____
Participant(s). Phone Number: _____ Alternate Phone Number: _____
Address: _____

II. ACKNOWLEDGMENT OF RISK

I hereby represent and warrant that I am at least eighteen (18) years of age and in good physical and mental health and do not suffer from any mental or physical condition or disability which may render my participation in the Ninja Warrior Obstacle Course (the "activities") hazardous to myself or to others or which may impair my ability to participate in the activities.

I have been informed and understand that the ninja activities sponsored by Motus Fit LLC, its members, agents, employees, affiliates, or licensees possess inherent risks, including:

RISKS ASSOCIATED WITH NINJA APPARATUS AND TRAINING, RISKS ASSOCIATED WITH FITNESS APPARATUS AND TRAINING, AND POSSIBILITY OF SERIOUS BODILY INJURY, PERMANENT DISABILITY, PARALYSIS, AND DEATH. I

acknowledge and assume these risks and hereby give my approval and consent for Participant(s) to participate in Motus fit LLC's activities. I have no knowledge of any reason that participant(s) is not fully physically able to participate in Motus Fit LLC's activities, and I agree to inform Motus Fit LLC immediately if I learn at any time in the future that participant(s) is not fully physically able, whether from injury, illness, or otherwise, to participate in Motus Fit LLC's activities. **INITIALS:** _____

III. RELEASE & WAIVER OF LIABILITY

In consideration of participant(s) being allowed to participate in the Mini Ninja class, Ninja Warrior class, Adult Ninja Warrior class, Functional Fitness class, Birthday Party, Open Gym, Field Trips, Team Workouts, or any other activity sponsored by Motus Fit LLC and the execution of this agreement, I **EXPRESSLY AGREE THAT MOTUS FIT LLC SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY PARTICIPANT(S) OR MYSELF WHILE PARTICIPATING IN ANY MOTUS FIT LLC'S ACTIVITIES, BECAUSE OF ANY MOTUS FIT LLC'S ACTIVITIES, WHILE USING ANY MOTUS FIT LLC'S FACILITIES, OR WHILE PRESENT ON MOTUS FIT LLC'S PREMISES. I ASSUME FULL RESPONSIBILITY FOR ANY SUCH INJURIES OR DAMAGES WHICH MAY OCCUR TO THE PARTICIPANT(S) OR MYSELF IN, ON, OR ABOUT MOTUS FIT LLC'S PREMISES OR WHILE USING MOTUS FIT LLC'S FACILITIES OR WHILE PARTICIPATING IN OR BECAUSE OF THE PARTICIPATION IN MOTUS FIT LLC'S ACTIVITIES. I FURTHER AGREE THAT MOTUS FIT LLC SHALL NOT BE LIABLE FOR ANY LOSS OR THEFT OF PERSONAL PROPERTY.**

I ALSO SPECIFICALLY AGREE THAT MOTUS FIT LLC SHALL NOT BE RESPONSIBLE FOR SUCH PERSONAL INJURIES, DAMAGES, LOSS, OR THEFT IN THE EVENT OF NEGLIGENCE BY MOTUS FIT LLC, WHETHER SUCH NEGLIGENCE IS PRESENT AT THE TIME OF THE SIGNING OF THIS AGREEMENT OR TAKES PLACE IN THE FUTURE. THIS RELEASE AND WAIVER DOES NOT APPLY TO GROSS NEGLIGENCE, INTENTIONAL TORTS, OR ACTIVITIES AGAINST THE PUBLIC INTEREST BY MOTUS FIT LLC.

INITIALS: _____

IV. INDEMNITY

If I, participant(s), or anyone on participant(s) behalf, make a claim based in negligence, including future negligence, against Motus Fit LLC, I agree to indemnify and hold harmless Motus fit LLC from any loss, liability, or costs, including legal fees and costs and expenses, arising from such claim. **INITIALS:** _____

V. MULTIMEDIA LICENSE AND RELEASE

I hereby grant to Mouts Fit LLC permission to photograph, video, or record images and sounds (hereinafter "Multimedia") of participant(s) during any Motus Fit LLC sponsored activity, and I waive all right of privacy in such Multimedia. I also grant to Motus Fit LLC a perpetual royalty-free exclusive license to reproduce in any manner or medium such Multimedia for publication, promotion, illustration, advertising, or marketing. **INITIALS:** _____

VI. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. **INITIALS:** _____

_____ Printed Name

Date: _____

_____ Signature

