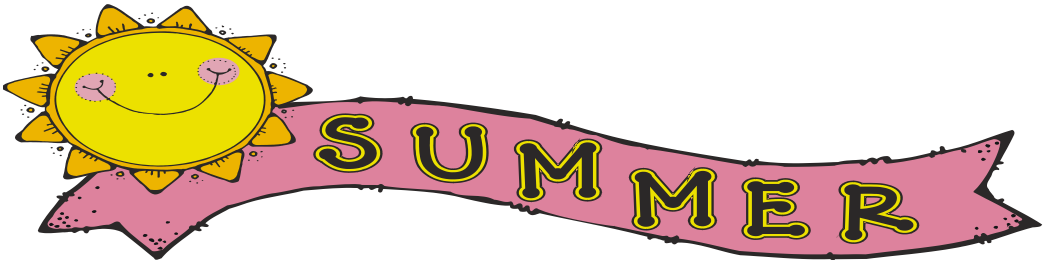
DISCOVERY OF SCIENCE

PACKAGE 9

SUMMER CAMP 2019



SOAK UP THE SUMMER FUN
with Andrews Academy Summer Camp!

We are pleased to have your child as a camper in our summer program. We are confident that he/she will have a wonderful experience learning new skills and improving already acquired ones in their selected activity package.

Our qualified staff has worked hard preparing a summer of well organized activities in which the children will participate. Information regarding daily schedules, field trips or special events for your child may be obtained from his/her counselor, or on the T.V. monitor and bulletin board in the lobby. As a courtesy to working parents, complimentary extended care is offered before and after camp, with the hours of 6:30a.m. to 6:00p.m. All children are asked to be at camp by 9:00a.m. If your child arrives after 9:00a.m., please have them go to the office to sign in. Camp concludes at 3:30p.m. with after care activities continuing up to 6:00p.m.

Please do not allow your child to bring items from home unless they are on the supply list. This would include all electronic devices including cell phones, toys, stuffed animals, or anything of great value. If these items are brought to camp they will be turned into the camp office and given to you when you pick up your child. Thank you for your assistance in this matter.

Children in all packages will be assigned lockers in which they may store their personal belongings. Please make sure all of your child's belongings will fit inside their assigned locker (no locks). We ask that each child have an extra change of clothes stored in their locker just in case daily clothes become soiled. Wet swimming suits and towels are to be taken home daily and dry ones brought for camp the next day. Also, we ask that you **LABEL ALL CLOTHING AND ARTICLES** brought to camp (ex. towels, sunscreen, etc.) Each child needs to bring their own **water bottle** labeled with their name.

On the back of your packet you will need to fill out and return the following items as soon as possible. These forms include the sunscreen permission form, a main field trip permission slip form, and special waivers for specific field trips. If we need to administer any medication to your child, you will also need to fill out a Medication Authorization form available at the front desk or on our website.

Lastly, we remind you that camp fees can be made through Tuition Express, an automated payment software system. Payments will be processed weekly according to your child's summer camp schedule. If you have not filled out the Tuition Express form for automated payments, there is a form in this packet for your convenience. Payment must be made before your child attends camp. Please speak with the Camp Registrar if you have questions about camp fees.

If you have any questions about activities in your child's package feel free to contact, Sandy Wideman, at 314-878-1883 or swideman@andrewsacademy.com or Cindy Grandcolas at cgrandcolas@andrewsacademy.com.

We look forward to another exciting and memory filled summer.

ANDREWS ACADEMY SUMMER CAMP
Drop-off/Dismissal and Before/After Care Procedures

Welcome to summer camp before and after care! There is no additional charge for before and after care. We are ready for another fun-filled summer with our campers and we just wanted to share with you some important information regarding before care and after care. Our before care hours are from 6:30a.m.-9:00a.m. and after care hours are 3:30p.m.- 6:00p.m., Monday through Friday. There is a late fee applied for those children who are not picked up by 6:00p.m.

For morning care your child will enter Andrews Academy through the front entrance and check in with the counselor in the lobby before continuing to their locker. From there they will go to the gym or the playground, depending on what time they arrive. Please ask the counselor in the lobby where the children are if you are not sure. Children will need to know what package they are in and if they will be staying for afternoon care (past 3:30p.m.). Feel free to accompany your child through this process until they are comfortable doing it on their own. Breakfast is served between 7:45a.m. and 8:15a.m. daily at no additional cost.

During after care, campers remain with their packages and follow a schedule including outside time, gym games, computer time, MakerSpace Projects, or additional classroom activities.

A counselor from each package will bring those campers who are to be picked up at 3:30p.m. to the front of Andrews Academy. A counselor will escort your child to your car when you pull around the circle drive. Parents please do not leave cars unattended around the circle drive in front of the school at this time. If you need to come in the school please park your car in our visitor parking area. A counselor will wait with your child until 3:40p.m. If you have not picked up your child by 3:40p.m. they will be sent to afternoon care. No child may wait for their parents on the front porch or in the lobby after this time.

If you arrive after 3:30p.m., you should come into Andrews Academy and request that your child be called from after care for dismissal. There will be a counselor stationed at the table in the lobby that will check your child's name on our main list and call them to the lobby for dismissal. We ask that you tell the counselor which package your child is in to help us locate them quickly. On the table there will be a sign out sheet where parents will be responsible for signing out their children. You may be asked for some form of identification until our staff becomes acquainted with you. If for some reason, someone other than the parent/guardian is picking up a child, a note of permission must be filed in the main office prior to that pick-up. No child will be allowed to leave the lobby area without an adult. Even if a parent calls ahead, your child will not be called from after care until you come in and sign your child out. These precautions are necessary for the safety of your child. Thank you for your cooperation.

If you have any questions regarding our before and after care procedures, please feel free to contact Sandy Wideman or Cindy Grandcolas at 314-878-1883, or by email at swideman@andrewsacademy.com, or cgrandcolas@andrewsacademy.com.

Discovery of Science Package

Items *Needed* For Camp

Tennis shoes should be worn daily for safety reasons.

- Swimming suit/ swimming trunks (to be taken home every night)
- Pool towel (to be taken home every night)
- Swim shoes/sandals (to walk to and from pool)
- Sunscreen
- Plastic bag to take dirty/wet clothes home
- Extra set of clothes (to be kept in locker for emergency purposes)
- Water bottle
- Comb or brush
- Goggles (optional)

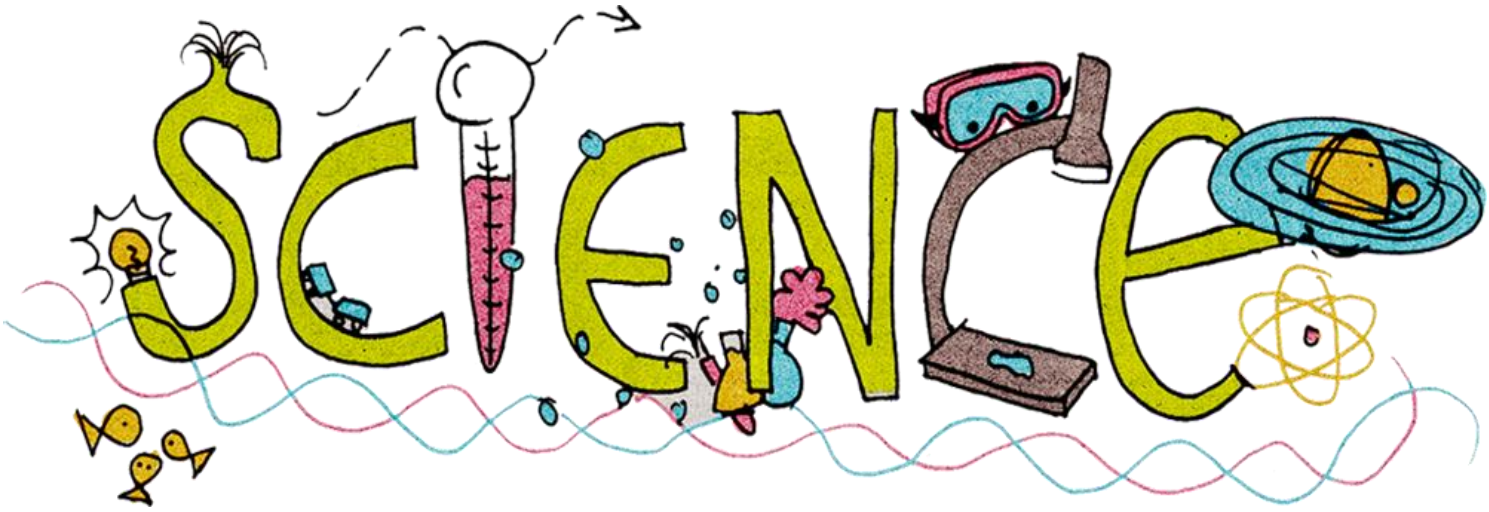
Counselors will inform you about special items needed for special events.

Please make sure that all items are labeled with a name.

Items *Not Needed* for Camp

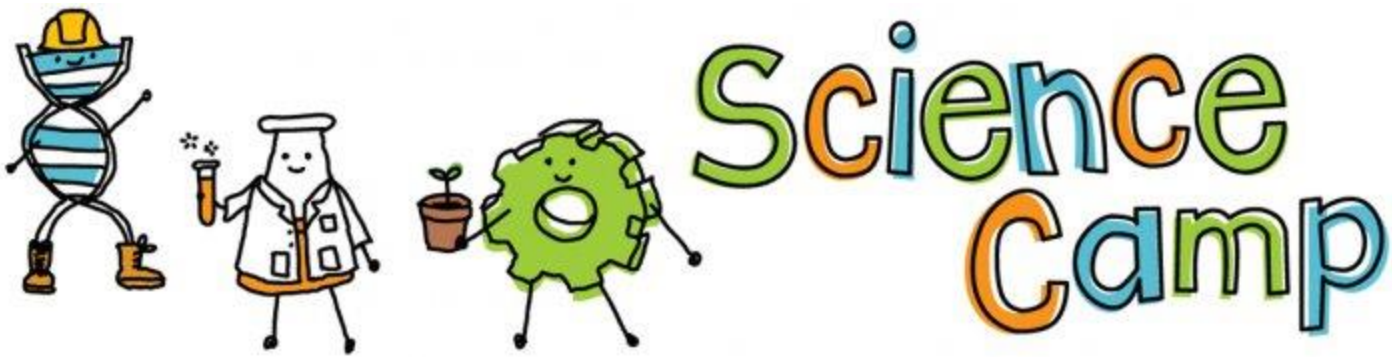
- Baseball/Trading cards
- Electronic devices such as iPads or cell phones
- Toys
- Money (unless otherwise specified ahead of time)

These items and any other items that may be questionable will be held in the camp office until the camper is picked up for dismissal. The item(s) will then be given to the parent(s).



Science Themes

Week 1 – Mixing Madness
Week 2 – Incredibly Edible
Week 3 – CLUE
Week 4 – Breakout
Week 5 – Life Size Games
Week 6 – Dream Machines
Week 7 – Kids Carnival
Week 8 – Slime Time
Week 9 – Rainbow of Possibilities
Week 10 – Magical Science



FIELD TRIPS WILL BE POSTED WEEKLY ON THE BULLETIN BOARD IN THE FRONT LOBBY. PLEASE WATCH FOR EXACT DATES AND TIMES OF TRIPS. ADDITIONAL FIELD TRIPS MAY BE ADDED. FIELD TRIPS ARE SUBJECT TO CHANGE DEPENDING ON WEATHER CONDITIONS, ENROLLMENT NUMBERS AND TRANSPORTATION AVAILABILITY.

FIELD TRIP SCHEDULE SCIENCE PACKAGE 2019	
SESSION 1	
WEEK 1	Bowling
WEEK 2	Epic 6
WEEK 3	Blanchette Waterpark
WEEK 4	City Museum
WEEK 5	Ultimate Ninjas
SESSION 2	
WEEK 1	Flying Spider
WEEK 2	Prologue Room at Boeing and Pizza Lunch
WEEK 3	Science Center and Omnimax Theater
WEEK 4	Great American Human Foosball
WEEK 5	Waterpark
	Incredible Pizza

It is important that all campers continue to read over the summer. Therefore every package has built a minimum of 20 minutes into their schedule for reading time. Campers are asked to bring a book or other appropriate reading material each day. Some counselors will be choosing read-aloud books to read to their group. There are also books available for campers to read in their classrooms.

Andrews Academy Summer Camp
FIELD TRIP PERMISSION SLIP
Please return as soon as possible!

This is a general field trip permission slip to cover the majority of field trips for your child this summer. Some field trips require additional permission slips or waivers that are attached at the end of this packet. Please watch the summer camp bulletin board in the school lobby for reminders and changes regarding field trips. You will be notified of any additional items that your child may need prior to a field trip. Important notes, information or reminders can be found on the summer camp bulletin board, on the sign-out table, or in your child's backpack.

My Child, _____,
Print your child's first and last name

in package # _____ and package # _____,
Session 1 *Session 2*

has my permission to attend field trips planned for their package. I have read the attached list of field trips scheduled for their package. I will inform the office of any special medications that are required for my child. I will supply my child with the necessary items needed for each field trip.

*** _____ _____
Parent/Guardian Signature *Date*

I **do not** want my child to attend the following field trips planned for their package:

_____

Sunscreen Policy

It is the responsibility of the parent/guardian to apply sunscreen to their child **prior** to their arrival at camp. If you would like Andrews Academy Summer Camp staff to apply an additional application of sunscreen, please fill out this permission slip. Without this signed permission slip Andrews Academy Summer Camp staff will not be allowed to put any sunscreen on your child. Each child needs to provide their own sunscreen. Please send in the sunscreen with the camper's name printed on the bottle.

I authorize Andrews Academy Summer Camp staff to assist my child, in applying his/her sunscreen as needed while in attendance at camp from June 3, 2019 through August 9, 2019.

_____
Please Print your Child's first and last name

in Package # _____Session 1 and Package # _____ Session 2

*** _____ _____
Parent / Guardian Signature *Date*

_____ My child is allergic to sunscreen and should not have any sunscreen applied.

If you have any questions please feel free to contact
Sandy Wideman or Cindy Grandcolas at 314-878-1883 or swideman@andrewsacademy.com
cgrandcolas@andrewsacademy.com

HKP Enterprises, LLC (dba Epic 6 Laser Tag & Sports Arena)
PARTICIPANT AGREEMENT, INDEMNIFICATION, WAIVER AND LIABILITY RELEASE AND ASSUMPTION OF RISK

Please Read Each Section Carefully and Sign at Bottom

1) **By signing this agreement I am giving up my rights and the rights of my spouse, minor child(ren), or ward(s) to sue and/or pursue any other form of legal action against HKP Enterprises LLC (hereafter referred to as EPIC 6) for any injury, including paralysis or death, caused in whole or in part by the negligence or fault of EPIC 6, including any of its agents, employees, or equipment.**

2) **The undersigned, for myself, and/or on behalf of my spouse, minor child(ren), or ward(s) hereby represent that (i) I/we are in good health and proper physical condition to participate in the activities that EPIC 6 provides; (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in the activities that EPIC 6 provides; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine if I/we are sufficiently fit and healthy enough to participate in activities.**

3) **The undersigned, for myself, and/or on behalf of my spouse, minor child(ren), or ward(s) agree to be familiar with and to abide by the rules established for each activity. This includes, without limitation, the rules posted in the facility and/or the EPIC 6 website.**

4) **In consideration of being allowed to use Epic 6's premises, equipment, services, and to participate in its activities, including but not limited to, trampoline park access, ninja warrior course access, laser tag, dodgeball, rock climbing, laser maze, and any other activities that may take place (hereafter referred to as activities), I, on behalf of myself, and/or on behalf of my spouse, minor child(ren), or ward(s) hereby agree to FOREVER release, indemnify, and discharge EPIC 6 as set forth below:**

   a) **<u>RELEASE OF LIABILITY</u>: Despite all risks, both known and unknown, including but not limited to serious bodily injury, permanent disability, paralysis, and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren), or ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy, and forever discharge and agree not to sue, and/or pursue any other form of legal action against EPIC 6, including its owners, employees, or equipment suppliers, and agree to hold said parties harmless of and from any and all manner of actions or omissions, causes of action, suits, sums of money, controversies, damages, judgements, executions, claims, and demands whatsoever, in law or in equity,**

including but not limited to, any and all claims which allege negligent acts and/or omissions committed by Epic 6, its owners, employees, or equipment suppliers, whether the action arises out of any damage, loss, personal injury, or death to myself, and/or on behalf of my spouse, minor child(ren), or ward(s). This release of liability is effective and valid regardless of whether the damage, loss, or death is a result of any act or omission on the part of EPIC 6, its owners, employees, or equipment suppliers.

b) **<u>ASSUMPTION OF RISK/INDEMNIFICATION</u>: I understand that the risks, both known and unknown, may be caused in whole or in part by myself, my spouse, minor child(ren), or ward(s) own actions or inactions, the actions or inactions of others participating in the activities, or the acts, inaction, or negligence of EPIC 6, its owners, employees, or equipment suppliers, and in consideration for being allowed to participate in the activities, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse, minor child(ren), or ward(s) as a result of said participation in the activities, including any loss due to any negligence of EPIC 6, its owners, employees, or equipment suppliers, and agree to indemnify and hold harmless EPIC 6, its owners, employees, and equipment suppliers from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by EPIC 6, its owners, employees, and equipment suppliers as a result of any claims asserted by myself, my spouse, minor child(ren), or ward(s). I further agree to indemnify and hold harmless EPIC 6, its owners, employees, or equipment suppliers for any injury, damage, or harm that myself, my spouse, my minor child(ren), or ward(s) may cause to EPIC 6, its facility, and/or to any and all other persons.**

c) **<u>ATTORNEYS' FEES</u>: I promise to indemnify EPIC 6 for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collections efforts. Further, should any debt and/or judgment accrue in favor of EPIC 6, pre-judgement and post-judgement interest shall accrue thereon at the highest legal rate allowed by law.**

d) **<u>MEDICAL EXPENSES</u>: I acknowledge, accept and assume the risk of any and all medical conditions, limitations or disabilities (whether temporary or permanent) that myself, my spouse, minor child(ren), or ward(s) may possess, whether known or unknown, which might contribute to or exacerbate any injury I, my spouse, minor child(ren), or ward(s) might sustain while participating in the activities. I acknowledge and agree that if medical assistance of ANY form, including emergency care, hospitalization, or outpatient care is required or performed as a result of any injury that I, my spouse, my minor child(ren), or ward(s) sustain while participating in the EPIC 6 activities, such assistance and treatment shall be incurred at my own expense.**

5) **I understand and agree that this waiver is valid for ONE YEAR, and that I will be asked to update this waiver on an annual basis.**

Minor Participants (under age 18)

Parent/ Guardian Name (must be over age 18*): _____
Address: _____
City, State, Zip: _____
Email Address: _____
Contact Phone #: _____

Minor Participant #1 Name: _____
Birthdate: _____

Minor Participant #2 Name: _____
Birthdate: _____

Minor Participant #3 Name: _____
Birthdate: _____

Minor Participant #4 Name: _____
Birthdate: _____

Minor Participant #5 Name: _____
Birthdate: _____

Parent/Guardian Signature (*required)

_____

CIRCUSTRIX MISSOURI, LLC (DBA FLYING SPIDER), PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION

(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE AND MINOR'S LEGAL RIGHTS)

BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE CIRCUSTRIX FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF CIRCUSTRIX, INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND EQUIPMENT. Initials: _____

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities and snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by CIRCUSTRIX MISSOURI, LLC (DBA FLYING SPIDER), and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "CIRCUSTRIX"),I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge CIRCUSTRIX on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities as set forth below. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider CIRCUSTRIX'S premises and facilities. It is further warranted that such entry into CIRCUSTRIX'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s). The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s)hereby represent that (i) I/we are in good health and in proper physical condition to participate in the activities in which CIRCUSTRIX provides; and (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in activities; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in activities. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), agree to be familiar with and to abide by the rules established for the ACTIVITIES, which include without limitation the rules posted in the facility and/or the website. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, minor child(ren)/ward(s) while participating in the activities, and the condition and adequacy of the equipment.

(1) **RELEASE OF LIABILITY:** Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue CIRCUSTRIX, including its suppliers, designers, installers, manufacturers of any trampoline equipment, foam pit material, or such other material and equipment in CIRCUSTRIX'S facility (all hereinafter referred to as "EQUIPMENT SUPPLIERS") and agree to hold said parties harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by CIRCUSTRIX or any EQUIPMENT SUPPLIERS, whether the action arises out of any damage, loss, personal injury, or death to me or my spouse, minor child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES in or about the premises. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of CIRCUSTRIX and/or any EQUIPMENT SUPPLIERS.

(2) **INDEMNIFICATION**: I understand that the known and unknown risks may be caused in whole or in part by my or my spouse or child(ren)/wards own actions or inactions, the actions or inactions of others participating in activities, or the acts, inaction or negligence of CIRCUSTRIX or any EQUIPMENT SUPPLIERS, and in consideration of being allowed, along with my spouse and/or my minor child(ren)/ward(s) to participate in the ACTIVITIES, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) as a result of the participation in ACTIVITIES in or about the facility, including any such loss due to any negligence of CIRCUSTRIX and all EQUIPMENT SUPPLIERS and agree to indemnify and hold harmless CIRCUSTRIX and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by CIRCUSTRIX and all EQUIPMENT SUPPLIERS as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against CIRCUSTRIX and all EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments CIRCUSTRIX and all EQUIPMENT SUPPLIERS incurs in the event of such loss whether caused by the negligence of CIRCUSTRIX or any EQUIPMENT SUPPLIERS and that on behalf of myself, my spouse or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless CIRCUSTRIX for any injury, damage and/or harm myself, my spouse and/or my minor child(ren)/ward(s) cause to CIRCUSTRIX or its facility and/or to any and all other persons and entities acting in any capacity on behalf of CIRCUSTRIX.

(3) **ATTORNEYS' FEES**: I promise to indemnify CIRCUSTRIX for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of CIRCUSTRIX, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(4) **PHOTO RELEASE:** By entering CIRCUSTRIX and participating in the ACTIVITIES, I hereby grant CIRCUSTRIX on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with CIRCUSTRIX and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

(5) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/ or child(ren)/ward(s) visit CIRCUSTRIX, whether at the current location or any other location or facility. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(6) **VENUE:** In the event a lawsuit is filed against CIRCUSTRIX, I agree to the sole and exclusive venue of West County, Missouri. I further agree that the substantive law of Missouri shall apply without regard to any conflict of law rules.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my spouse and/or child(ren)/ward(s) right to maintain any action against CIRCUSTRIX on the basis of any claim from which I have released CIRCUSTRIX and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless CIRCUSTRIX and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by CIRCUSTRIX and all EQUIPMENT SUPPLIERS as a result of the participation in ACTIVITIES in or about the facility by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against CIRCUSTRIX and all EQUIPMENT SUPPLIERS related to such participation in ACTIVITIES. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

You MUST be 18 years old or older to sign your own waiver
You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)

Enter Adult Full Name and Date of Birth
(If under age 18, it must be completed by Parent/Legal Guardian -- Enter Adult Full Name/Date of Birth of Parent/Guardian)

Adult First Name:_____ Adult Last Name:_____

Adult Date of Birth: _____ Phone: _____

Email:_____

Signature: _____

Date: _____

Enter Child Full Name and Date of Birth of all Family Members under age 18

Child Full Name #1:_____ Date of Birth: _____

Child Full Name #2:_____ Date of Birth: _____

Child Full Name #3:_____ Date of Birth: _____

Child Full Name #4:_____ Date of Birth: _____

Child Full Name #5:_____ Date of Birth: _____

Child Full Name #6:_____ Date of Birth: _____

We reserve the right to review your license and/or other forms of ID to verify identity and age.
This waiver is good for one day only.

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Nature of the Activity: Ultimate Ninjas Chicago, LLC; Ultimate Ninjas Naperville, LLC; Ultimate Ninjas Libertyville, LLC; Ultimate Ninjas St. Louis, LLC (collectively "Ultimate Ninjas") is a recreation facility which offers clients 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 the participant. Ultimate Ninjas activities include running up the warped wall, rock climbing, swinging rope, cargo net, ring slider, double steps, quintuple steps, see a pole, jumping spider, balance beams, inflatables, dodgeball, basketball and many more. In addition to the client participating in Ultimate Ninjas everyday activities, other activities available at Ultimate Ninjas include parties, classes, competitions, camps, and special events.

While there are many benefits associated with these activities, Ultimate Ninjas feels it is important that adult participants and the parent/legal guardian of minor participants (collectively "PARTICIPANT/PARENT") knows that Ultimate Ninjas activities, like all physical activities, involve some risks of injury that are inherent to the activity. Some of the *inherent risks* of the Ultimate Ninjas 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 maneuvers 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 behavior of the participant, erratic or careless behavior of other participants, supervisory or judgment error by Ultimate Ninjas staff (e.g., misjudging the capacity of the participant and/or the failure to spot a hazard).

Further, **Ultimate Ninjas feels that it is important that the PARTICIPANT/PARENT understands the three types of injuries that can occur at the Ultimate Ninjas facilities.** First is the common *Minor Injury*. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, blisters, rope burns, and contusions. The second type of injury is the *Serious Injury*. Examples of serious injuries include, but are not limited to, severe sprains, broken bones, ligament and joint injuries, concussions, and eye injury. These are rare, but may occasionally occur. The third type of injury is the *Catastrophic Injury*. Some examples of catastrophic injury include, but are not limited to, brain injury, paralysis, heart attack, and death.

Assumption of Risks:

I, the PARTICIPANT/PARENT, have read the above paragraphs and know that Ultimate Ninjas activities contain inherent risks which vary with the activity. I understand the demands of those activities relative to my physical condition and skill level, and/or that of my minor child, and appreciate the types of injuries that may occur as a result of Ultimate Ninjas activities. **I hereby assert that my participation and/or the participation of my minor child, is voluntary and that I knowingly assume all risks of that participation.**

Waiver of Liability:

In consideration of permission to use the Ultimate Ninjas 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 Ultimate Ninjas, its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers, agents, and facility owners [hereafter referred to as "Protected Parties"] **from any and all claims and/or causes of action arising from or in any way related to my participation or the participation of my minor child in activities at the Ultimate Ninjas facilities.**

This agreement applies to: (1) any and all claims for personal injury or death arising from or in any way related to participation in Ultimate Ninjas activities and/or use of the Ultimate Ninjas facilities or equipment; and (2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement:

I, the PARTICIPANT/PARENT, also **agree to hold harmless, defend, and indemnify Ultimate Ninjas** and Protected Parties (that is, defend and pay any judgments and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** and/or causes of action of Releasing Parties or others acting on my behalf, arising from my participation or the participation of my minor child in activities at Ultimate Ninjas facilities. I further agree to hold harmless, defend, and indemnify Ultimate Ninjas and *Protected Parties* against any and all claims of co-participants, rescuers, and others arising from my participation or the participation of my minor child in activities at the Ultimate Ninjas facilities.

Clarifying Clauses:

1) I, the PARTICIPANT/PARENT, confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and Ultimate Ninjas and this agreement **cannot be modified or changed** in any way by oral representations or statements by any agent or employee of Ultimate Ninjas.

2) I further expressly agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois **if any portion of this agreement is held invalid, the remainder shall remain** in full legal force and effect**.**

Mandatory Binding Arbitration

Any claim or cause of action arising from or related to the PARTICIPANT/PARENT's use of the Ultimate Ninjas facilities, or presence at the facilities, including but not limited to claims for personal injury or death, **shall be submitted to binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect. The arbitration hearing shall take place in DuPage County, Illinois, and all applicable laws of the State of Illinois shall apply. **PARTICIPANT/PARENT understands this provision constitutes a waiver of a right to trial by jury.**

Forum Selection

Any legal action by or on behalf of PARTICIPANT/PARENT to challenge the validity, applicability, or interpretation of this Agreement must be filed in the Eighteenth Judicial Circuit, DuPage County, Illinois. PARTICIPANT/PARENT consents to personal and subject matter jurisdiction and venue in that court, and expressly waives the right to challenge jurisdiction or venue.

In order for Ultimate Ninjas to more effectively provide for the safety, PARTICIPANT/PARENT must:

Rules and Actions

• Agree to obey all safety rules and alert the staff to any rules violations or dangerous behavior of co-participants.
• Agree to stay in areas to which I am assigned and not enter areas that will place me in undue danger.
• 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 Ultimate Ninjas activities.
• Have no health problems that would make participation in Ultimate Ninjas activities unwise.
• Authorize Ultimate Ninjas to administer emergency first aid and/or CPR when deemed necessary by Ultimate Ninjas.
• Authorize Ultimate Ninjas to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Ultimate Ninjas and I agree to assume all costs of emergency medical care and transportation.

Photo/Video Release

• Authorize Ultimate Ninjas to use participation photo/video of participant in print/electronic marketing, advertising, and web content.

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 signature to be a complete release of all liability of the Protected Parties,** to the greatest extent allowed by law of the State of Illinois.

Additionally, I, the Parent/Guardian of a minor participant, assert that **I have explained the risks of Ultimate Ninjas activities and Ultimate Ninjas safety rules** to my minor son or daughter and that he or she understands the risks and agrees to follow the rules.

Additionally, I, the Parent/Guardian of a minor participant, assert that **I have explained the risks of Ultimate Ninjas activities and Ultimate Ninjas safety rules** to my minor son or daughter and that he or she understands the risks and agrees to follow the rules.

_____

Name of MINOR PARTICIPANT 1 (Print) (17 years or younger)

_____

Name of MINOR PARTICIPANT 2 (Print) (17 years or younger)

_____

Name of MINOR PARTICIPANT 3 (Print) (17 years or younger)

_____

Name of MINOR PARTICIPANT 4 (Print) (17 years or younger)

_____

Name of MINOR PARTICIPANT 5 (Print) (17 years or younger)

PARENT OR COURT-APPOINTED LEGAL GUARDIAN OF MINOR PARTICIPANT: (CAUTION: If Person signing below is not the Parent or Court-Appointed Legal Guardian of the MINOR PARTICIPANT, he/she is accepting financial responsibility for injury, consistent with the terms of this agreement.)

_____

Name: Parent or Legal Guardian (Print)

_____ _____

Signature: Parent or Legal Guardian Date

_____ _____ _____

Emergency Contact Person Phone Mobile

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_____

Name of ADULT PARTICIPANT (Print) (18 years or older)

_____ _____

Signature of ADULT PARTICIPANT Date