



D&L Ultimate Movement LLC, DBA - Ultimate Obstacles - Acknowledgement and Assumption of Risk

I, \_\_\_\_\_ being 18 years or older or guardian for \_\_\_\_\_, request to participate in practice, competitions, fitness classes or birthday parties at Ultimate Obstacles and to receive instruction in such subjects from the Ultimate Obstacles staff and associates. I understand that such participation and instruction require the performance of physical exercises by me or my child which necessarily involve inherent risks including, without limitation, risks related to the use of equipment and facilities, personal safety (including risk of minor, serious or mortal personal injury) and risks of property damage. Neither my child nor myself are under compulsion by Ultimate Obstacles, its officers, teachers, employees, agents, volunteers and associates (collectively, the "Releasees") to participate in this program nor am I being paid to do so. My child's and my interest is solely in the activities at Ultimate Obstacles and his/her/my self-improvement and I/we willingly accept the risk inherent in this pursuit. Other than as set forth above, I hereby certify that I/my child is/are in good health with no condition, illness or abnormality that might subject me/the child to undue personal risk from engaging the in the activities described above. In the event of any emergency requiring medical care, Ultimate Obstacles is hereby authorized to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances. In consideration of the opportunity for me and/or my child to use these facilities, I hereby for myself and/or my child forever release the Releasees from all liability for any and all damages and injuries suffered by me or my child in connection with said use of these facilities, whether or not caused by the sole or partial negligence (including future negligence) of any Releasee(s) and further agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs (including court costs and attorneys' fees) that may be incurred by my/my child's participation in the aforementioned activities. By signing below I hereby acknowledge and agree that I have read this Acknowledgment and Assumption of Risk and that I am waiving substantial rights including my/my child's right to sue, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any portion of this Acknowledgment and Assumption of Risk is held invalid, the undersigned agrees that the balance shall nevertheless continue in full force and effect.

\_\_\_ I have read the above and agree.

I am aware that NO ONE over the age of 35 is allowed on the 12 or 14 ft. Warped Walls.

\_\_\_ I have read the above and agree.

Photo Release

I am aware that individual and group publicity photos and videos are taken from time to time and in consideration for my or my child's participation, I hereby grant permission for my or my child's likeness to be used in Ultimate Obstacles publicity or advertising.

\_\_\_ I have read the above and agree.

I have read and understood the above ACKNOWLEDGMENT and ASSUMPTION OF RISK and PHOTO RELEASE.

Annual Insurance Fee is good for one year from date of enrollment and is never refundable.

\_\_\_ I have read the above and agree.

Signature (Parent/guardian if minor) \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone# \_\_\_\_\_