



SKYHOOK COUNSELING CENTER, LLC

Release and Waiver of Liability and Indemnity Agreement for participation in Therapeutic Services to take place at Skyhook Counseling Center, LLC on the premises of Skyhook Ninja Fitness (Read Carefully Before Signing)

I understand that my minor child may participate in physical activities and utilize the equipment that is available at Skyhook Ninja Fitness as a part of his/her mental health treatment at Skyhook Counseling Center, LLC. I understand the following:

Participant or the parent(s) and/or legal guardian(s) of the minor participant named below, agree(s):

1. The participant should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the therapist and the Manager at Skyhook Ninja Fitness of such condition and refuse to participate. Likewise, the parent(s) and/or legal guardian(s) of the minor participant will instruct the minor participant that prior to participating he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the therapist of such condition and refuse to participate. The undersigned understand and agree that, if at any time, they or their child feel anything to be UNSAFE, they will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in a Ninja facility and that these activities could result in bodily injury, partial and/or total disability, paralysis and death.
 - b. The social and economic losses and/or damages which could result from these risks and dangers described above could be severe.
 - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the therapist, Skyhook coaches or trainers, staff and/or agents (whether or not named below).
 - d. There may be other risks not known to us or not reasonably foreseeable at this time.
3. The undersigned represents and warrants that, to the best of his/her knowledge, the participant is qualified, in good health and in proper physical condition to participate in the physical activities at Skyhook.
4. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasee named below.

5. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Skyhook Counseling Center, LLC the Skyhook therapist, Skyhook Ninja Fitness Corporation, LLC, or including its owners, managers, clinicians, employees and staff, promoters, lessees of premises, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the facility, their directors, officers, agents, employees (all for the purpose herein referred to as "Releasee") from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.
6. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE.
7. EACH OF THE UNDERSIGNED further expressly agrees that this Release and Waiver of Liability and indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State or other governmental district in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant execute this Walver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the participant or the parent(s) and/or legal guardian(s) of the minor participant will reimburse the Releasee for any money they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY RELATING TO THERAPY AT SKYHOOK COUNSELING CENTER, LLC IN WHICH I MAY BE A PARTICIPANT, TO THE GREATEST EXTENT ALLOWED BY LAW.

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Skyhook Fitness INC., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Skyhook"), I hereby agree to release, indemnify, and discharge Skyhook, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that my participation in ninja warrior and gymnastic fitness training, instruction activities and mental health treatment pursuant to these 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, trips, and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; muscular soreness, tears, strains, sprains, dislocations, fractures and broken

bones; cuts, bruises, and muscle soreness; foot, ankle, leg, wrist, arm and shoulder injuries; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. In any event, if you or your child is injured, any medical assistance will be at your own expense.

Furthermore, Skyhook employees have difficult jobs to perform. They seek to maintain a safe environment, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity 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 Skyhook 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 Skyhook's equipment or facilities, including any such claims which allege negligent acts or omissions of Skyhook.

4. Should Skyhook 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.

6. In the event that I file a lawsuit against Skyhook, I agree to do so solely in the state of Oregon, 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 document 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 this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Skyhook 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.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for individuals under 18 years old)

In consideration of any minor children listed below ("Minor") being permitted by Skyhook to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Skyhook 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.

Minor Participant Name: _____

Participant and/or Parent/Legal Guardian Signature: _____

Date: _____

Name of Adult Participant and/or Parents or Legal Guardians of Minor (Signature of both parents required)

First Name: Last Name: Birth Date:

Address: City:

State: Postal Code:

Email:

Phone:

Relationship to minor:

First Name: Last Name: Birth Date:

Address: City:

State: Postal Code:

Email:

Phone:

Relationship to minor:

Full Name and Birth Date of family members under the age of 18

#1 First Name: Last Name: Birth Date:

#2 First Name: Last Name: Birth Date:

#3 First Name: Last Name: Birth Date:

Legal Signature of Adult Participant or that of both Parent(s)/Guardian(s) if a minor participant(s):

Signature_____Date_____

Signature_____Date_____

NOTE: Once signed please email to skyhooktherapy@gmail.com