

Waiver and Release of Liability Form

In exchange for and consideration of being permitted to participate in the physical skill demonstration hosted by or have access to equipment created by ROCK SOLID WARRIOR, LLC (doing business as MOBILE NINJA WARRIOR), I, the undersigned Participant, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS OUTDOOR/INDOOR PHYSICAL SKILL EVENT AND OBSTACLE COURSE, including by way of example and not limitation, any risks that may arise from negligence or carelessness on part of the person or entities being released, from dangerous or defective equipment or property owned, maintained, rented, built, designed, or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity.

I acknowledge that this Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity or use of equipment by myself or others whom I allow to use any created equipment..

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: ROCK SOLID WARRIOR, LLC, Kenneth W. Auer, Caleb G. Auer and their families, employees or volunteers of ROCK SOLID WARRIOR, LLC.

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons

I acknowledge that ROCK SOLID WARRIOR, LLC, Kenneth W. Auer, Caleb G. Auer and their families, employees or volunteers of ROCK SOLID WARRIOR, LLC, are NOT responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include but are not limited to, those caused by terrain, temperature, weather, condition of participants, equipment, defect in equipment, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, sponsors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers. I hereby agree to bring no claim whatsoever against the released parties on account of any injury or damage I may sustain while participating or attending this activity or use of the equipment.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I hereby grant ROCK SOLID WARRIOR, LLC permission to use my likeness in a photograph, video, or other digital media ("photo") taken during this activity in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of ROCK SOLID WARRIOR, LLC and will not be returned.

I hereby irrevocably authorize ROCK SOLID WARRIOR, LLC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

The Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under North Carolina law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature	Date	Participant's Name (Please print legibly)	Age
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Parent/Guardian Signature	Date (If under 18 years old, Parent or Guardian must also sign)
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Email:	Phone
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Emergency Contact Name	Phone	Relationship
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