

STONEFIRE NINJA WARRIOR COURSE

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, DEFEND AND HOLD HARMLESS AGREEMENT**

IN CONSIDERATION of being permitted to use the StoneFire Ninja Warrior Course (the “Course”) offered by CT Investments III, LTD and 5320 Ventures, LLC, doing business as StoneFire Pizza Company (collectively, “StoneFire”), the undersigned:

1. **HEREBY IRREVOCABLY, FULLY, AND UNCONDITIONALLY WAIVES, RELEASES, AND DISCHARGES** StoneFire, including any shareholders, principals, officers, members, managers, agents, property managers, employees, successors, assigns, contractors, or affiliates of StoneFire (collectively, “StoneFire Parties”) (whether any of them were acting personally or in some capacity on behalf of a party to this Agreement) forever, with prejudice, of and from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, demands, costs, losses, debts, expenses, and any other compensation of any nature whatsoever (including attorneys’ fees and costs) (collectively, “Claims” or “Damages”), that have their basis in the negligence of Stonefire or Stonefire Parties arising in connection with or related in any way to the Course, the Activities (as defined below), or both;
2. **HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS** StoneFire and StoneFire Parties from any Claims or Damages that the Undersigned may incur that arise out of or are related to the Activities, the Course, or both, and are caused by the negligence of StoneFire or the StoneFire Parties;
3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** to the Undersigned arising out of or related to the Activities, the Course, or both;
4. **HEREBY ACKNOWLEDGES THAT ACTIVITIES AND THE USE OF THE COURSE ARE INHERENTLY DANGEROUS** and involve the risk of serious injury, death, and property damage, including, but not limited to: scrapes, bruises, abrasions, lacerations, head and body bumps, bone fractures, concussions, muscle, tendon, or ligament strains, tears, or sprains, paralysis, death, mental impairment, impairment of senses, including, vision, hearing, smell, or touch;
6. **HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, DEFEND AND HOLD HARMLESS AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY STONEFIRE AND STONEFIRE PARTIES**, and is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect;

7. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity, Defend and Hold Harmless Agreement shall **not be construed** to release, discharge, or waive StoneFire or the StoneFire Parties for reckless or intentional acts on the part of StoneFire or StoneFire Parties.

8. **The undersigned further acknowledges that if the terms of this Release and Waiver of Liability, Assumption of Risk and Indemnity, Defend and Hold Harmless Agreement are unacceptable to the Undersigned, the Undersigned has the opportunity to discuss potential modifications of this agreement, the provision of additional and/or independent insurance coverage and the costs related thereto, modification of the scope of the undersigned’s permitted Activities and/or use of the Course, and otherwise to bargain for a mutually acceptable alternative.**

9. For purposes of this Release and Waiver of Liability, Assumption of Risk and Indemnity, Defend and Hold Harmless Agreement, the following definitions apply:

(a) “Activities” and “activities” shall mean and include: running, walking, crawling, climbing, jumping, dodging, racing, sliding, hanging, and competing.

(b) “Undersigned” and “undersigned” shall mean and include the person who has signed below and that person’s personal representatives, heirs, children, and next of kin.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, DEFEND AND HOLD HARMLESS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS OF MY OWN BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE TO THE GREATEST EXTENT ALLOWED BY LAW.**

\_\_\_\_\_  
Participant  
Print Name: \_\_\_\_\_  
Age: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date