



# Waivers

## COVID-19 Statement

***Ninja Warrior UK Wigan take the wellbeing of all staff and fellow participants seriously. Following COVID-19 we have carried out several changes within our business and meet all regulatory guidelines. For further information on what we are doing to help reduce the risk of transmission please ask a member of Ninja Warrior UK Wigan and they can talk through the detail.***

***If you or any member of your household or “bubble” has shown COVID-19 Systems within the last 7-days, you must not attend our premises and follow Government Guidelines. Refunds will not be given if you ignore this agreement and participate. If symptoms after making a booking but before visiting, Ninja Warrior UK Wigan will provide a voucher for a new visit. Refunds in vouchers will only be provided.***

Ninja Warrior UK [Wigan](#) (operated by Activate Leisure Limited) Safety Agreement and Terms & Conditions of Participation, hereafter referred to as the PARTICIPANT AGREEMENT.

At Ninja Warrior UK Wigan we take your health and safety seriously. We wish to highlight that any of the activities available can be potentially hazardous physical activities and that participation can lead to a risk of injury and even death.

I, the Participant or Parent/Guardian of Participant(s), confirm as follows:

1. I understand and accept that in participating in activities at Ninja Warrior UK Wigan that there is an element of danger and risk of physical or emotional injury, paralysis, death, or damage to me, to property or to third parties including participant(s) and others and consequently the participant(s) is/are to undertake to use Ninja Warrior UK Wigan equipment and facilities (the “Facilities”) and to conduct themselves while on Ninja Warrior UK Wigan's premises, in a sensible and responsible manner and in compliance with all notices, instructions and directions as published or displayed from time to time and in compliance with any instruction given to the participant(s) by an authorised person in Ninja Warrior UK Wigan 's control. I understand that such risks simply cannot be eliminated without jeopardising the essential qualities of the activity. The risks include, among other things and without limitation:

Risk of cuts and bruises. Other more serious risks exist as well. Due to the nature of the activities there is a risk that participants may fall off equipment, and sustain sprains or breaks, or could suffer more serious injuries. Transitioning between obstacles carries the possibility of any manner of accidents. Similar risks are also inherent in using the Foam Pits, Ball Pools, Jump Towers or Air Bags.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks. I warrant that I will only undertake obstacles and challenges that are within my ability level and throughout which I will be able to maintain control.

3. I understand that the activities provided by Ninja Warrior UK Wigan require a reasonable level of fitness and agility and I warrant that I am fit and able to participate. I also warrant that the participant(s) is/are in a good state of health and free from any injury, medical condition, disease or illness which may be aggravated by participating in activities that makes it dangerous for me to partake in such activities I expressly agree and promise to accept

and assume all of the risks associated with the activities.

Additionally, the participant(s) recognises that such a breach in this term is dangerous or may increase any risk of injury to the participant(s) or others or make more likely that the participant(s) will be involved in an accident which could result in any form injury during the activity.

4. I acknowledge that the activities provided by Ninja Warrior UK Wigan are not available to pregnant women and that by accepting these terms I confirm that the participant(s) is/are not pregnant.

5. I acknowledge that cosmetic body enhancements including but not limited to false nails, non-removable jewellery and other surgical additions could cause injury to the participant(s) of any activities. Ninja Warrior UK Wigan strongly advises any participant(s) to remove these if possible before participating or not to participate, as Ninja Warrior UK Wigan will not be held accountable for any injury caused to the participant(s).

6. I acknowledge and agree that the participant(s) is/are responsible for their own safety and the safety of others whilst participating in activities. I understand that the activities may be undertaken without direct supervision following safety instructions and agree that the participant(s) will at all times wear any protective equipment provided by or required by Ninja Warrior UK Wigan to be worn and will ensure that the participant(s) complies/comply with all instructions given at any time during the activities by Ninja Warrior UK Wigan . by any of its staff, media or signage

7. I agree that the participant(s) shall not participate in any activities provided by Ninja Warrior UK Wigan unless the participant(s) has/have undertaken Ninja Warrior UK Wigan 's Safety Briefing or been made aware verbally of the Ninja Code or been directed to the signage relating to the ninja code in relation to the activities and confirm that the participant(s) will comply with these at all times whilst on the premises from which the activities will be carried out.

8. I agree that the participant(s) will only attempt obstacles and challenges that are within the participant(s)'s skill and fitness levels and of which the participant(s) is/are able to retain control of at all times. That the participant(s) will also only use features that the participant(s) has/have the ability to use within the participant(s)'s skill and fitness levels. Obstacles and challenges are undertaken entirely at the participant(s)'s own risk and I will not hold Ninja Warrior UK Wigan liable for any injury the participant(s) may attain whilst participating in these activities.

9. I agree and promise to ensure the participant(s) accept(s) to be responsible for any and all risks existing and subsisting in the activities. I acknowledge that participation in the activities is voluntary and that the participant(s) elect(s) to participate despite of the risks and agrees to accept the consequences of so doing.

10. That the participant(s) will not use Ninja Warrior UK Wigan 's facilities and activities whilst under the influence of any drugs or alcohol.

11. That I will fully indemnify Ninja Warrior UK Wigan , its agents and employees against any claim brought by a third party for loss, damage, injury or death which has been caused by any action or omission of mine or any act or omission of any participant(s) of which I am the lawful parent or guardian or any participant(s) whose supervision is wholly or partly my responsibility at the time of the relevant act or omission that would, if they had agreed to the same with full capacity to do so, amount to a breach of these Terms and Conditions or which amounts to negligence or a wilful act or omission.

12. That when accompanying a child or children under the age of 14 years, I will comply and ensure that the child or children are safe and looked after. I will be present on site at all times and will not leave them unattended.

13. I confirm and agree that the participant(s) will comply with all age, height & weight restrictions specified by Ninja Warrior UK Wigan from time to time. The participant(s) acknowledge(s) that if they do not comply with any of these restrictions or any other requirements put in place by Ninja Warrior UK Wigan from time to time, they will not be able to participate in the activities and agree that they will promptly withdraw upon request by Ninja Warrior UK Wigan.

14. I acknowledge that nothing in these Terms and Conditions is intended to avoid liability, on the part of Ninja Warrior UK Wigan, for personal injury or death caused by the negligence of wilful act of its authorised person or agents.

15. I and as parent or legal guardian of any accompanying children give consent and agree to Ninja Warrior UK Wigan photographing and/or recording(s) myself and any accompanying children and to use any such photographs and/or recording solely and only for Ninja Warrior UK Wigan advertising or promotional purposes. Myself and any accompanying minors hereby waives any right to inspect or approve the use of any such material and acknowledge and agree that the rights to use such material shall not require payment or compensation of any kind to be made by Ninja Warrior UK Wigan to myself and/or any accompanying children. I am fully aware that I must contact a manager of Ninja Warrior UK Wigan if I do not wish to be a part.

16. Should Ninja Warrior UK Wigan or anyone acting on their behalf, be required to incur legal fees and costs to enforce this agreement, I agree to Indemnify and hold them harmless for all such fees and costs. This means that I will pay all those legal fees and costs myself.

17. The participant(s) consent(s) and agree(s) to the use by Ninja Warrior UK Wigan of CCTV monitoring for training, health and safety and security purposes.

18. Ninja Warrior UK Wigan consents to the participant(s) and accompanying members of their group undertaking photography for their own non-commercial purposes only and for no other purpose whatsoever. However, the participant(s) and accompanying members of their group are not to use any drone type equipment at Ninja Warrior UK Wigan , without seeking the correct permit(s), having the required training, license(s) and Insurance, with supporting documentation being available, to operate the equipment, before seeking the approval of the senior management at Ninja Warrior UK Wigan .

19. The participant(s) acknowledge(s) that Ninja Warrior UK Wigan is not and shall not be liable for any damage or loss to themselves, any third parties or property incurred whilst the participant(s) is/are undertaking the activities or are on the premises of Ninja Warrior UK Wigan .

20. That I may be asked for proof of I.D at any age. I must be able to produce documents if necessary. Failure to do so can result in being refused to partake in activities.

21. I confirm that I have read the above and adhere to the guidance set by the staff.

22. I confirm I am over the age of 18 years, signing for myself as a participant and/or as the Parent/Guardian of (a) participant(s) under the age of 18 years old. I give my consent for participants age 14+ to attend the site unaccompanied subject to a valid participant agreement being in date.

23. In consideration of not being required to sign a fresh copy of this PARTICIPANT AGREEMENT before each visit, I further agree that this PARTICIPANT AGREEMENT shall apply to all visits within the next 12 months by me and by the minor participant in full. By clicking the box below this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against Ninja Warrior UK Wigan or any PARTIES that are bound by the PARTICIPANT AGREEMENT on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document prior to signing it and I have read and understood it and acknowledge that I have been recommended to seek legal advice prior to doing so, and I agree to be bound by its terms and further agree that in relation to any legal matters the laws of the United Kingdom shall apply.

24. I agree, consent and understand that my Personal Data (as defined in the General Data Protection Regulation ((EU) 2016/679) and the subsequent UK Data Protection Legislation) is to be held and controlled by Ninja Warrior UK Wigan and that this is contractual provision between us both. I also confirm that I am happy for any and all Personal Data in their possession to be passed to any third party for medical purposes in the event that it becomes necessary. I confirm that I have read and understood the Privacy Statement contained within (website link to privacy statement)

**Park Rules you need to follow our code to prevent injury.**

1. For ultimate swing power and endurance, we recommend that you wear gloves. Sore hands will have a negative effect on your performance.
2. Always warm up your body and muscles before taking on the Ninja Warrior Adventure obstacles.
3. Always use your Ninja sense. Be aware of others using the obstacles.
4. Be sure to keep a safe 2 meter distance between yourself and your fellow Ninjas before you begin to run.
5. Please give way to faster Ninjas
6. Foam pits under obstacles need to be clear of other Ninjas before you use them.
7. All obstacles have a 20 stone weight limit.
8. Our staff provide guidance and safety advice only. Physical assistance Must be provided by trained person only.
9. No Flips, Tricks or Somersaults anywhere within the Park.
10. Balls are not to be thrown on the inflatable or the court floor.
11. No Jumping into any of the ball pools.

**Dean Vinson**

mduzair025@gmail.com

+1 (257) 226-1239

DOB: 1976-04-14

**Testing Booking before date**

DOB: 2023-12-20

**Dean Vinson**

Signed: 16/12/2023

Expires: 16/12/2024