

**FIELD TRIP WAIVER AND RELEASE IN FAVOR OF JLH Legacy Properties 1, LLC.  
D/B/A CODE NINJAS**

CHILD'S NAME ("Child") \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

Parent First Name \_\_\_\_\_ Parent Last Name \_\_\_\_\_

Parent Email Address \_\_\_\_\_

Parent Phone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

The undersigned, being the lawful parent and/or guardian of the Child, hereby fully acknowledges and consents to Child's participation in full for all activities, events, curriculum, programs and care (the "Program") conducted and offered by JLH Legacy Properties 1 LLC, d/b/a Code Ninjas, along with its directors, officers, employees, agents and authorized personnel (collectively, "Code Ninjas").

I. SERVICES PROVIDED. In exchange for the payments referenced in Section II below, in addition to the undersigned full release and/or waiver contained in Section VII below, Code Ninjas agrees to provide the following described Program(s) to Child, in accordance with the dates and times associated therewith: CodeNinjas Field Trip Program including coding, robotics and stem activities. Code Ninjas reserves the right to dismiss and/or suspend any Child who violates Code Ninjas rules of conduct or otherwise fails to adhere to the direction of Code Ninjas or its personnel. Grounds for dismissal shall be for reasonable cause as determined by the sole discretion of Code Ninjas. The undersigned hereby acknowledges that Child's dismissal and/or suspension from the Program does not relieve the undersigned of any duties or payment obligations under this Agreement and does not entitle the undersigned to any full or partial refund. Furthermore, the Program requires Child's active participation in accordance with the Program's curriculum. **CODE NINJAS DOES NOT WARRANT ANY SPECIFIED SUCCESS RATE WITH RESPECT TO PARTICIPATION AND/OR PERFORMANCE IN THE PROGRAM BY CHILD. PROGRAM IS NOT LICENSED WITH THE STATE OF KANSAS AND IS NOT CONSIDERED A CHILD CARE FACILITY, A DAY CARE FACILITY, OR AN AFTER-SCHOOL PROGRAM.**

II. EMERGENCY MEDICAL TREATMENT. In the event of a medical emergency, the Program staff will first use reasonable efforts to contact the parent(s) and /or guardian(s) before administering or authorizing any treatment. However, the undersigned understands that Code Ninjas does not have medical personnel on staff. The undersigned agrees and hereby grants Code Ninjas permission to authorize emergency medical treatment, if necessary, to Child. The undersigned understands and agrees that Code Ninjas assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. The undersigned further acknowledges and represents that there are no undisclosed health-related reasons or problems which preclude or restrict Child from participation in the Program, and that Child has adequate health insurance to provide for and pay any medical costs that may be attendant as a result of injury to Child. The undersigned further acknowledges that it is the sole responsibility of the undersigned to notify, inform, and update Code Ninjas of any medical conditions of Child, including but not limited to known drug and food allergies, known dietary restrictions, and other medical conditions.

\_\_\_\_\_ (Initial) I hereby acknowledge and affirmatively represent that Child does not have any food or drug allergies, or any dietary restrictions, other than those provided to Code Ninjas in writing below in conjunction with this Agreement.

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III. ACKNOWLEDGMENT, ACCEPTANCE, AND ASSUMPTION OF RISKS. This Agreement provides and imparts sufficient warning that dangerous conditions, risks and hazards risks inherent in utilizing the Program, and in any independent activities undertaken as an adjunct thereto. I understand that Child's presence and participation in the Program may expose them to such dangerous conditions, risks and hazards, which include, but are not limited to personal injury of Child or the undersigned at the Facility, including those injuries caused by another child, and all other foreseeable injuries to Child or the undersigned arising out of the Program, theft or destruction of personal property. On behalf of the undersigned and Child, I, the undersigned, voluntarily sign this Waiver and Assumption of Risk on behalf of myself and Child in favor of Code Ninjas, in consideration for the opportunity to have Child participate in the Program(s) offered by Code Ninjas, and engage in other activities sponsored by Code Ninjas, including but not limited to: interactions with staff and other students, interaction with computer technology and the internet, consumption of food, and any indoor or outdoor activities related to the curriculum or Program(s). I hereby attest and verify I have been sufficiently advised of the potential risks, and I have full knowledge of the risks of Child's involvement in these activities. I assume any expenses incurred in the event of an accident, illness, or other incapacity, regardless of whether I have authorized such expenses. Knowing the dangers, hazards, and risks of such activities and in consideration of being permitted to allow Child's participation in the Program, the undersigned also agrees to assume all risks inherent of Child's noncompliance with the Rules and/or conduct in violation of the laws of the State of Kansas, as well as any code of conduct applicable to the Program students in general.

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IV. FURTHER REPRESENTATIONS. The undersigned further agrees that this Waiver and Release shall be construed in accordance with the laws of the State of Kansas. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any governing law, the validity of the remaining portions shall not be affected thereby. All provisions of this Agreement are binding upon the undersigned, along with any of the undersigned's heirs, successors and assigns and the estate. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED REPRESENTS AND SPECIFICALLY WARRANTS THE FOLLOWING: (a) The undersigned is the parent or legal guardian of Child, and has full authority to execute this Agreement; (b) The undersigned has had ample opportunity to read this Agreement and has so done; (c) The undersigned fully understands and voluntarily agrees to each term of this Agreement; (d) The undersigned is under no duress or requirement to sign this Agreement; (e) The undersigned has not been induced to sign this Agreement by the statement or conduct of Code Ninjas; (g) The undersigned has the personal mental competency and legal capacity to understand and enter into this Agreement on behalf of the undersigned and Child; and (h) The undersigned is over the age of eighteen (18.)

V. RELEASE OF IMAGES. The undersigned hereby grants permission to Code Ninjas, its agents and assigns, to use above named Child's photo or video, and likeness, for an indefinite period of time, by Code Ninjas for all forms, media and manners, for any promotional purposes included but not limited to: news releases, photographs, video, audio, website, marketing, advertising, trade, promotion, and/or exhibition.. The undersigned grants unrestricted permission for images, videos, and recordings of the child to be used in print, video, digital and internet media. The undersigned agrees that these images and/or voice recordings may be used for a variety of purposes and that these images may be used without further notification to the undersigned. The undersigned further acknowledges that neither the undersigned nor Child will be compensated for these uses and Code Ninjas owns all rights to the images, videos, and recordings, and to any derivative works created from them. The undersigned waives any right to inspect the uses of any printed or electronic copy. The undersigned hereby releases Code Ninjas and its agents and assigns from any claims that may arise from these uses, including without limitation claims of defamation or invasion of privacy, or of infringement of moral rights or rights of publicity or copyright.

IV. RELEASE OF LIABILITY. THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND BEFORE SIGNING.

THE UNDERSIGNED DOES HEREBY IN ADVANCE WAIVE, RELEASE, ACQUIT, FOREVER DISCHARGE, AND COVENANT NOT SUE CODE NINJAS, ITS DIRECTORS, OFFICERS, OWNERS, AGENTS, EMPLOYEES, AND ALL PERSONS AND ENTITIES, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, COSTS, LOSS OF SERVICES, EXPENSES, AND COMPENSATION, ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF, ANY AND ALL KNOWN OR UNKNOWN PERSONAL INJURIES, PERSONAL PROPERTY DAMAGE, OR DEATH RESULTING FROM CHILD'S ATTENDANCE IN THE PROGRAM. SHOULD THE UNDERIGNED OR ANY SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION TO THIS AGREEMENT, THE UNDERIGNED AND ANY SUCCESSORS SHALL BE LIABLE FOR THE EXPENSES INCLUDING LEGAL FEES INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING UNLESS THE PARTY OR PARTIES ARE ADJUDICATED FINALLY LIABLE ON SUCH CLAIM FOR WILLFUL AND WANTON NEGLIGENCE. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT A MERE RECITAL. THIS RELEASE EXTENDS TO AND INCLUDES, BUT IS NOT LIMITED TO, ALL DAMAGES OF EVERY KIND, COMPENSATORY, STATUTORY, CONTRACTUAL, AND UNDER WARRANTY, ALLEGEDLY OCCURRING BOTH IN THE PAST AND WHICH ALLEGEDLY MAY OCCUR IN THE FUTURE, WHICH COULD BE ASSERTED BY THE UNDERSIGNED, CHILD, OR BY OTHERS CLAIMING DAMAGES FROM ANY INJURIES THE UNDERSIGNED OR CHILD MAY SUSTAIN AS A RESULT OF THE EXECUTION OF THIS AGREEMENT OR CHILD'S PARTICIPATION IN THE PROGRAM; THESE INCLUDING ALL PREJUDGMENT AND POST-JUDGMENT INTEREST; AND ANY AND ALL OTHER ALLEGED DAMAGES, ALL LOSSES AND EXPENSES OF EVERY KIND, WHETHER KNOWN OR UNKNOWN, AND WHICH ARE OR MAY BE ATTRIBUTABLE TO THE ACTIONS OR NEGLIGENCE OF CODE NINJAS OR CODE NINJAS' EMPLOYEES, OFFICERS, OR AGENTS, ALL OF WHICH ARE RELEASED HEREIN.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship to Child

