

**Product Liability Waiver and Release**  
**(Read Carefully Before Signing)**

In consideration of being permitted to use and/or purchase products developed, designed, manufactured, supplied, distributed, and/or sold by Ninja Sport, Inc. d/b/a World Ninja Sport (hereinafter “World Ninja Sport” and “World Ninja Sport Products”, respectively) the undersigned acknowledge(s) and agree(s) as follows:

**1. Terms of Use.**

World Ninja Sport Products are offered to you conditioned upon your acceptance, without modification, of the terms, conditions, and notices contained herein.

**2. Use Limitation.**

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell, any information, software, products, or services obtained from World Ninja Sport’s website or its products.

**3. Assumption of Risk.**

By buying, using, or allowing the use of World Ninja Sport Products, you understand and agree that YOU ARE EXPRESSLY AND VOLUNTARILY ACCEPTING AND ASSUMING THE RISK OF PERSONAL INJURY SUSTAINED WHILE USING THE PRODUCTS, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT of World Ninja Sport, including, but not limited to, design, manufacturing, or construction defect, malfunction from whatever cause, or any other fault, of World Ninja Sport.

**4. Modification of Products.**

Modification of the World Ninja Sport Products, through their use or misuse, can lead to malfunction causing serious risk. Risks include, but are not limited to, product damage, serious physical injury, disability, and/or death. You are responsible for any modifications you perform on your World Ninja Sport Products. World Ninja Sport is not responsible and will not be held liable for any modifications performed to World Ninja Sport Products, through the use or misuse of the same.

**5. No Warranty or Guarantee.**

World Ninja Sport Products are not warranted against any manufactured defect from date of purchase, and no guarantees are given or implied concerning their efficiency, performance, production, or improvement.

## **6. Waiver and Release**

**You, on behalf of yourself, and, if applicable, your child, ward, spouse, or, if applicable, the company or entity that you represent, and your/its personal representatives, heirs, executors, administrators, successors and assigns (if any) (collectively, the “Releasors”), do hereby, knowingly and voluntarily, forever waive, release, discharge, covenant not to sue, and agree to hold harmless World Ninja Sport, its officers, directors, shareholders, partners, members, managers, employees, contractors, agents, representatives, affiliates, related companies, successors and assigns (collectively, the “Releasees”), from any and all liability, damages, losses, suits, demands, claims, actions, and costs (including, without limitation, court costs and fees of attorneys, investigators, and experts), arising out of, or relating to, the Releasors’ use and/or purchase of World Ninja Sport Products and any negligent act, error, or omission by Releasees or any third party in connection therewith. The scope of this Waiver and Release is intended to be given the fullest effect under applicable law and applies to (1) personal injury (up to, and including, death); (2) property loss or damage; and (3) consequential and other damages, including, but not limited to, lost earnings or wages.**

## **7. Limitation of Liability**

**In no event shall World Ninja Sport be liable for any direct, indirect, punitive, incidental, special, exemplary, or consequential damages whatsoever arising out of, or in connection with, the use or misuse of its World Ninja Sport Products, even if advised of the possibility of such damages. If any portion of this limitation (or the waiver and release) is found to be invalid or unenforceable for any reason, then in no event shall World Ninja Sport’s total liability exceed the value of the purchase price of the product. I understand that some jurisdictions prohibit the exclusion or limitation of liability for certain types of damages, in which case the above limitation may not apply.**

## **8. Warning**

Use and misuse of Products sold by World Ninja Sport may involve serious risks, including injury, disability, and death. Purchasers assume all risks associated therewith.

## **9. Inspect Before Each Use**

World Ninja Sport Products must be inspected before use to ensure that they have not been damaged in shipment and in daily use. If damaged, DO NOT USE, under any circumstances.

## **10. Entire Obligation**

This Product Liability Waiver and Release states the entire obligation of World Ninja Sport with respect to World Ninja Sport Products.

## **11. Miscellaneous**

(a) Should any provision of this Waiver and Release be held invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Waiver and Release, as the case may require, and this Waiver and Release shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

(b) The validity, interpretation, construction, and performance of this Waiver and Release shall be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws. You irrevocably consent to the exclusive jurisdiction and venue of any state and federal court located within New York County, State of New York, and courts with appellate jurisdiction therefrom, in connection with any dispute arising from, or related to, this Agreement.

(c) This Waiver and Release constitutes our entire agreement concerning the subject matter hereof and supersedes all prior understandings and writings on such subject. This Waiver and Release may not be modified or amended other than in a writing executed by World Ninja Sport. No waiver of any provisions contained herein shall constitute a waiver of any other provision(s), or of the same provision on another occasion.

(d) You acknowledge that, in executing this Waiver and Release, you have had the opportunity to seek the advice of independent legal counsel and have read and understood all of the terms and provisions of this Waiver and Release.

(e) This Waiver and Release may be executed by facsimile or electronic signature (in portable document format (.pdf) or otherwise), and such a facsimile or electronic signature shall constitute an original for all purposes.

**I have read this Product Liability Waiver and Release and fully understand its terms, including that I have given up substantial rights by signing it. I have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me. I fully understand and accept the inherent risks of World Ninja Sport Products and that ninja sport activities involve serious risks regardless of the care taken by World Ninja Sport.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Person/Entity on whose behalf you are signing \_\_\_\_\_

Title (if applicable): \_\_\_\_\_