

KITCHEN SKATEPARK

ASSUMPTION OF RISK, RELEASE AND LIABILITY WAIVER

THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE, LIABILITY AND INDEMNITY FOR ALL THIRD PARTY CLAIMS.

I, the undersigned, agree to this Assumption of Risk, Release and Liability Waiver ("Release") as follows:

1. **I Understand The Risks Involved.**

- a. I, [REDACTED], am [REDACTED] years old and I understand that activities on the premises including but not limited to, Action Sports of skateboarding, in-line skating, rollerblading, mountain biking, BMX biking and similar activities including spectator of Actions Sports are inherently dangerous sports and activities in which I choose to voluntarily participate at my own risk.
- b. I understand that the activities involved are physically and mentally intense.
- c. I am aware that the usual risks, hazards and dangers of encountering known and unknown risks, including the significant risk of SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage or loss to property, DEATH, loss, medical or other type of expense (collectively "Damages"), necessarily increase when using the ramps, curbs, steps, half pipes, inclines, declines, bowls, box jumps, wall rides, rails or any other structure, surface and/or device.
- d. I know that the risks, hazards and dangers include, but are not limited to, uncontrollable equipment, other participants, falling, jumping, landing, performing tricks, colliding with others, spectators, Company, media, or other third parties. I also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience, age, stature, or skill, are present at the same time using the skatepark.
- e. All of the foregoing listed, defined activities and circumstances are collectively referred to herein as "the Hazardous Activities". I expressly and voluntarily assume full responsibility for the risks, from any cause including, without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks.
- f. I hereby certify that I am physically fit, in good health, and have no physical and/or mental problems which would hinder me in any of the Hazardous Activities. I understand the risks involved.
- g. I agree to be bound by the Rules of Safety & Conduct governing my conduct while using the premises, skatepark and the grounds around the skatepark. Action Sports outside of the skatepark is STRICTLY PROHIBITED. **HELMETS ARE REQUIRED FOR ALL PARTICIPANTS OF ACTIONS SPORTS, NO EXCEPTIONS.**

2. **Liability Waiver, Release And Promise Not To Sue.** I, (and, if applicable, my Parent as defined in the attached Parental Consent Form) on behalf of myself and each of my successors, heirs and assigns, unconditionally and **irrevocably waive liability, release, promise never to sue, forever discharge and relinquish any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys' fees and costs** (collectively, "**Claims**"), that I may incur or have against Kitchen LLC ("Company"), its parents, subsidiaries, affiliates, landowners/lessors hosts, sponsors, advertisers, and each of their respective owners, officers, managers, members, shareholders, directors, employees, volunteers, agents, successors and assigns ("**Released Parties**"), arising from or related to the Hazardous Activities, including, without limitation, any Claims arising from or related to: (i) the actions or omissions of any of the Released Parties, other participants, spectators or other third parties; (ii) the inadequacy of any training or supervision; (iii) failure to investigate, keep safe or to warn of hazards known or unknown; (iv) any defect in or failure of the operation, installation, manufacture, and/or design of any equipment; (v) the conditions on, about the premises; (vi) the breach of any implied or express warranty and/or representation of any of the Released Parties; (vii) transportation; (viii) weather conditions; and/or (ix) any other operations associated with the premises, and, with respect to each of the foregoing, whether based on tort (including, without limitation, acts of passive or active negligence and gross negligence), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected (all of the foregoing shall be collectively referred to as the "**Released Claims**").

3. **Indemnity.** On behalf of myself and each of my successors, heirs, and assigns, I (and, if applicable, my Parent) agree to defend (at Company's request), indemnify and hold harmless each of the Released Parties from and against any and all Released Claims, and any and all third parties' Claims, arising from or in connection with: (a) any breach or alleged breach of this Release; (b) the Hazardous Activities, including, without limitation: (i) any Injuries to me; (ii) any Injuries to third parties directly or indirectly arising from the Hazardous Activities; and (iii) and any other loss or damage that I may directly or indirectly cause to any real or personal property.

4. **Consent To Medical Care.** I (and, if applicable, my Parent) authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my expense if medical attention is needed. I (and, if applicable, my Parent) also authorize any physician or other medical provider or facility to provide any emergency medical/surgical care. I (and, if applicable, my Parent) acknowledge and agree that none of the Released Parties is under any legal obligation to render assistance to me.

5. **Company Exclusive Rights.** The Company reserves the exclusive right to grant and/or refuse entry and/or use of the premises to any person, entity, sponsor or third party. I irrevocably grant to Company and each of its licensees, successors and assigns, and each of the authorized photographers acting on its behalf, without additional compensation, the unrestricted right to videotape, film, portray and photograph me and my actions and record my voice and other sound effects while I am present at the skatepark. I irrevocably grant to Company the exclusive right to use my name, image, likeness, voice and biography for any purpose and in any manner, including, without limitation, in connection with the distribution, advertising, promotion, commercial tie-in or other ancillary exploitation of the Event, and any entertainment programming related thereto, in whole or in part, in all media and by all means now known or hereafter devised and in all languages, throughout the universe in perpetuity. If I obtain any print, negative, tape or other copy of the skatepark, I will retain it for my personal use only, and will not license or authorize its use by anyone else for commercial or private purposes.

6. **Choice of Law.** I (and, if applicable, my Parent) unconditionally and irrevocably agree on behalf of myself and each of my successors, heirs, and assigns that, all disputes arising out of or relating to this Release or to the Claims, including without limitation, all claims based in contract or tort, shall be submitted to arbitration. In addition, all questions regarding the arbitrability of the dispute, including whether I have agreed to arbitrate the dispute, shall be decided by such arbitration. All arbitration shall take place in South Bend, St. Joseph County, Indiana. I irrevocably and unconditionally consent to personal jurisdiction in Indiana and venue in St. Joseph County, in any action, including without limitation, petitions to compel arbitration and to enforce that arbitration award, concerning a dispute between the parties or relating to this Release. Judgment on the arbitrator's award shall be final and binding, and may be entered in any competent court.

7. **Severability.** This Release, including the Parental Consent (attached hereto), if applicable, will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release, including the Parental Consent attached hereto, be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

8. **Assumption.** I am aware that by signing this Release, I assume any and all risk and forever waive and release certain rights that I/we may have against the Released Parties.

THE UNDERSIGNED HAS READ AND UNDERSTANDS AND KNOWINGLY AND VOLUNTARILY SIGNS THIS RELEASE, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THIS WRITTEN RELEASE HAS BEEN MADE BY THE COMPANY OR ANYONE ELSE WITH REGARD TO THE SUBJECT MATTERS CONTAINED IN THIS RELEASE.

CAUTION: READ BEFORE SIGNING

Executed on this the _____ day of _____, 2017

Signature of Participant: _____

Name of Participant (please print): _____

Date of Birth: _____ Identification: _____

Home Address: _____ City/State/Zip Code: _____

Telephone Number: _____ Email: _____

Emergency Contact Name/Telephone Numbers: _____

Signature of Parent/Guardian: _____

Name of Parent/Guardian (please print): _____

Exhibit A

**PARENTAL CONSENT, ASSUMPTION OF RISK, RELEASE, LIABILITY WAIVER
AND GUARANTEE**

I hereby certify that I am the parent or legal Parent and/or legal guardian ("**Parent**") of [REDACTED], a minor who is [REDACTED] years old ("**Minor**"). In consideration of Minor being permitted to participate in the Hazardous Activities (as defined in the Release), and for me to be a spectator at the skatepark, I, the undersigned on behalf of Minor, myself and my spouse or domestic partner, my relatives, heirs, executors, administrators, and assigns and legal representatives, agree to the Parental Consent, Assumption of Risk, Release, Liability Waiver and Guarantee ("**Parental Consent**") as follows:

1. **Consent And Assumption Of Risk.** I understand and accept that Minor's participating in the Hazardous Activities may involve dangerous activities and may involve the danger of encountering known and unknown risks, including the significant risk of **SERIOUS BODILY INJURY, illness, disability, emotional trauma, property damages and DEATH** (collectively, "Damages"). I hereby consent to Minor's participation in the Hazardous Activities and I hereby, assume, on behalf of Minor, myself and my spouse or domestic partner, my relatives, heirs, executors, administrators, and assigns and legal representatives, full responsibility for all these risks from any cause, including without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure supervise and failure to warn of potential risks.

2. **Agreement On Behalf Of Minor To Terms Of Release, and Guarantee of Performance.** I agree on behalf of Minor to all the terms, conditions, obligations and covenants of the Release. I hereby unconditionally and irrevocably give my unconditional and express consent and approval to the execution by Minor of the Release and acknowledges that Minor and Parent have read, understood and are familiar with each and all of the terms, conditions, obligations and covenants contained in the Release. In addition, I will use my best efforts to cause Minor to adhere to the terms of the Release and guarantee that: (a) Minor will perform all of his or her obligations in accordance with the Release; and (b) neither Parent nor Minor will disaffirm or disavow the Release on the grounds that Minor is a minor or on any other grounds.

3. **Agreement That Terms Of The Release Apply To Me.** I agree on behalf of myself myself and my spouse or domestic partner, my relatives, heirs, executors, administrators, and assigns and legal representatives, that all of the terms, conditions, obligations and covenants of Minor under the Release apply to me myself and my spouse or domestic partner, my relatives, heirs, executors, administrators, and assigns and legal representatives, even if we have not signed the Release.

4. **Additional Release.** In addition to the Claims released in the Release, I, on behalf of myself and my spouse or domestic partner, my relatives, heirs, executors, administrators, and assigns and legal representatives, release all Claims which we may have for emotional distress, loss of companionship, or loss of consortium should the Minor suffer an Injury and/or Damages.

5. **Indemnity.** On behalf of Parent myself and my spouse or domestic partner, my relatives, heirs, executors, administrators, and assigns and legal representatives of Parent and Minor, I unconditionally and irrevocably agrees to defend (at Company's request), indemnify and hold harmless each of the Released Parties from and against any and all Claims, including, without limitation, any Claims claimed by any successors, heirs, or assigns of Parent or Minor, arising from or in connection with: (a) the breach or disaffirmation of this Release or any portion thereof by Minor or Parent for any reason; (b) the enforcement of this Release against Minor or Parent; and/or (c) Minor's Hazardous Activities, to the fullest extent permitted by law in every instance even if any of the foregoing arise from the negligence of Company.

6. **Arbitration.** The arbitration provision of Section 6 of the Release also applies to all disputes arising out of or relating to this Parental Consent.

7. **Parent's Joint Liability.** If more than one person executes this Parental Consent, the word "Parent" whenever and wherever used herein shall be deemed to refer to each such person individually and all such persons jointly, it being understood and agreed that all such persons assume and shall be jointly and severally liable for all agreements, covenants, representations, warranties, and obligations hereunder, and the breach or failure of any agreement, covenant, representation, warranty, or obligation contained herein shall be deemed a breach by each and all of such persons.

8. **Severability.** This Release, including the Parental Consent attached hereto, will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release, including the Parental Consent attached hereto, be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

I fully understand that by signing this Parental Consent, I give up any and all substantial legal rights we may otherwise have to recover damages for Injuries or losses, and sign it voluntarily and without inducement of any nature and intend for it to be enforced to the greatest extent allowed by law.

CAUTION: READ BEFORE SIGNING

Executed this _____ day of _____, 2017

| | Parent/Guardian 1 | Parent/Guardian 2 |
|------------------------------------|-------------------|-------------------|
| Minor's Name: | | |
| Parent/Guardian Signature(s): | | |
| Name(s) (please print): | | |
| Driver's License Number(s): | | |
| Issuing State of Driver's License: | | |
| Address/City/State: | | |
| Telephone number: | | |
| | | |

STATE OF _____

COUNTY OF _____

This Instrument has been signed and sworn to before me by the parent/guardian _____

On this the _____ day of _____ 2017

Notary in and for the state of _____

My commission expires _____

Initial _____