

H-Town Skatepark

MINOR RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I, for myself and ON BEHALF OF MY MINOR CHILD and on behalf of my personal representatives, heirs, children, spouse, guardians, legal representatives, executors, administrators, successors and assigns and next of kin ("RELEASING PARTY") enter into this agreement IN CONSIDERATION OF my or my minor child's ability to play, practice, learn, compete, observe, work for, volunteer at, or participate in any way in bicycling, skating, skateboarding and/or other extreme sports activities and events at any facility operated by Excel Roller Skating Center, INC. ("EVENTS"), as well as IN CONSIDERATION OF me or my minor child being able to enter into or upon the premises and facilities where the EVENTS are or will be taking place.

1. RELEASING PARTY hereby RELEASES, WAIVES, AND COVENANTS NOT TO SUE Excel Roller Skating Center, INC and each of its affiliated owners, lessors, lessees, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, sponsors, coaches, players, referees, affiliated organizations and entities, and all other persons or entities participating or involved in the EVENTS ("RELEASEES"), from all liability for loss or damage and every claim or cause of action of any kind ("LIABILITY"), including based on the NEGLIGENCE of the RELEASEES or otherwise, arising out of or related to RELEASING PARTY's participation in the EVENTS and/or any act or omission relating to the EVENTS. This agreement encompasses LIABILITY for all bodily injury, death or property damage arising out of or related to, and for any purpose or reason, RELEASING PARTY's presence on or about the premises of where the EVENTS are or will be taking place, whether or not RELEASING PARTY is actually actively participating in the EVENTS. Such LIABILITY encompasses, but is not limited to, participation as an active participant or as a spectator, NEGLIGENT rescue efforts or operations, NEGLIGENT implementation or enforcement of (or the failure to implement or enforce) rules and regulations and guidelines, and NEGLIGENT selection, use, or maintenance of any and all equipment used in connection with the EVENTS.

2. RELEASING PARTY acknowledges that bicycling, skating, skate boarding, extreme sports and activities, and participation in other physical games, activities, and/or challenges are extremely dangerous, and that they can result in serious injury, death, or property damage. This agreement also constitutes an EXPRESS AND CONTRACTUAL ASSUMPTION OF ALL RISKS AND DANGERS associated with the EVENTS, which include, but are not limited to, exposure to extreme conditions and circumstances, severe and/or permanent physical injury, bruises, scrapes, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussions, brain damage, nerve and spinal cord injury, paralysis and death. RELEASING PARTY also acknowledges that participation in the EVENTS necessarily involves, without limitation, risks relating participating in or upon adverse and imperfect conditions or surfaces, being exposed to imperfect or unexpected design or layout of the premises, falling, and contacting or colliding with considerable force with other participants, spectators, and natural or manmade objects. The RELEASING PARTY acknowledges and accepts that the EVENTS can and may include participants of all skill levels, and RELEASING PARTY expressly assumes the risks associated with mixed and varying skill levels. RELEASING PARTY also acknowledges that there may be undefined and presently unknown risks and dangers associated with the EVENTS, and that there may be risks and dangers that may result from the NEGLIGENCE of the RELEASEES or from the RELEASING PARTY's mere presence on the premises and facilities where the EVENTS are or will be taking place. RELEASING PARTY hereby expressly assumes all such risks and dangers whether presently known or unknown.

3. RELEASING PARTY agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the RELEASEES from any LIABILITY, including from court costs and attorneys fees, arising out of or related to this agreement or RELEASING PARTY's participation in any way in the EVENTS and/or the RELEASING PARTY's presence upon the premises where the EVENTS are or will be taking place. RELEASING PARTY accepts all terms set forth herein and acknowledges that this is the complete agreement between the parties regarding these issues and that no oral representations, statements or inducements have been made part from this agreement. RELEASING PARTY HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT HE OR SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHTS OF HIS OR HER CHILD AND SPOUSE. RELEASING PARTY INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. If any portion of this agreement is held to be invalid or overly broad, the entire agreement will not be invalidated; rather, the agreement will be deemed modified so as to be applied to the fullest extent permitted by applicable law.

Permission to Record and Use

Partially in exchange for being permitted entrance to the Park, on my own behalf and on behalf of the Participant, we expressly agree to grant the Park and any third party authorized by the Park the right to film, videotape, photograph, record the voice of and make any reproductions of my/the Participant's physical likeness and voice and the irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including but not limited to the exhibition and/or online use, broadcast, theatrically or on television, cable, radio or internet, of any motion picture film, videotape, DVD, CD or any published articles in which such likeness may be printed, used or incorporated, and in advertising, exploiting and publicizing of the park without the requirement of any prior consent, compensation or attribution.

INTERESTS

SKATEBOARD

INLINE

BIKE

SCOOTER

NAME OF MINOR CHILD (PRINT)

ADDRESS

CITY

STATE

ZIP

DATE OF BIRTH (MINOR)

EMAIL ADDRESS

PHONE NUMBER

NAME OF PARENT OR GUARDIAN (PRINT)

RELATIONSHIP

SIGNATURE OF PARENT OR GUARDIAN

DATED

WITNESS (PRINT)