CUSTOMER RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING, YOU ARE GIVING UP LEGAL RIGHTS

NATURAL GARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF FAMOUS EVENTS WORLDWIDE (AS DEFINED HEREIN) USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT YOUR CHID MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM FAMOUS EVENTS WORLDWIDE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND FAMOUS EVENTS WORLDWIDE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement (Agreement) is entered into on the date this Agreement is executed by the Adult Participant as identified by signature below, and if any minor(s) is/are named below, the Adult Participant on behalf of and as parent or legal guardian for such Child Participant(s) as identified below in favor of Famous Events Worldwide LLC. Collectively and severally, Adult Participant and Child Participant, their heirs, successors, and assigns are hereinafter referred to as the Participant. In consideration of Famous Events Worldwide LLC permitting Participant to enter the festival and participate in the Activities, as defined below, including any of those Activities that may occur in, about, or near the festival, Participant agrees as follows:

1. <u>NATURE OF THE ACTIVITIES</u>.

Famous Events Worldwide puts events together, which offers Participants the Opportunity to participate actively or passively, in water fights, bounce houses, obstacle courses, athletic/competitive playing, and other miscellaneous activities, use of any equipment or attractions, instruction, training, classes, observation, use of any portion of any venue Famous Events Worldwide LLC uses including, but not limited to, the associated sidewalks and parking lots, and any competition, event, or program sponsored by or affiliated with the Protected Parties as defined below in Section 5 of this Agreement, (collectively, "Activities"). These Activities can help produce many benefits, including pleasure, improved physical fitness, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. Participants acknowledge that these activities are active and vigorous and consequently, involve some risks of injury that are inherent to the activity. <u>Even though Famous Events Worldwide LLC (a) designs</u> <u>the events with safety in mind, (b) provides instruction in some activities, (c) provides</u> <u>general supervision of some Activities, and (d) has developed rules and policies that</u> <u>focus on safety, it is impossible to eliminate all risk and possibility of injury.</u>

2. Types of Risks.

- 2.1.<u>RISKS ASSOCIATED WITH ACTIVITIES</u>. Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, equipment malfunction; defective design or manufacture of equipment,; improper or negligent installation of equipment; negligent maintenance of equipment; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eye; concussions; broken bones; physical or emotional injuries; landing wrong; over-exertion; failure of the attraction surface or attachments; being hit by water balloons; collisions with other participants; erratic co-participant behavior; collisions with standards and supports; using improper form or technique; slipping, falling, or tripping; equipment failure; error of judgement by employees; paralysis, disability, or death; personal injury to third persons; or property damage. Due to the nature of Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards. If you have any questions, please contact a manager before purchasing admission.
- 2.2.EXPOSURE TO BACTERIA, FUNGUS, VIRUS, AND UNKNOWN CONTAGIUS DISEASES. By entering the venue's Premises where Famous Events Worldwide LLC is having its event or when engaging in the Activities, there is a risk of exposure to bacteria, fungus, viruses, unknown contagious, diseases and COVID-19, which is notwithstanding governmental recommendations and the practices of Famous Events Worldwide LLC, cannot be eliminated. CONSEQUENTLY, TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT KNOWINGLY, AND FULLY ASSUMES THE RISK OF, RELEASES, AND SHALL INDEMNIFY FAMOUS EVENTS WORLDWIDE LLC FROM ALL CLAIMS (AS DEFINED IN SECTION 5 BELOW) OR BODILY INJURY RESULTING FROM PARTICIPANT'S EXPOSURE TO ANY BACTERIA, FUNGUS, VIRUS, UNKNOWN CONTAGIOUS DISEASES OR COVID-19 AND IN ANY WAY CONNECTED TO PARTICIPANT'S ENTRY INTO THE VENUE'S PREMISES OR ENGAGEMENT IN THE ACTIVITIES. FURTHER, ADULT PARTICIPANT ON

BEHALF OF HIM/HERSELF AND THAT OF THE CHILD PARTICIPANT(S) CONSENTS TO HAVING THEIR TEMPERATURE TAKEN BY FAMOUS EVENTS WORLDWIDE LLC AND ACKNOWLEDGES THEY MAY BE DENIED ACCESS TO OR FORCED TO VACATE THE PREMISES IF THE EVIDENCE SYMPTONS OF EXPOSURE TO BACTERIA, FUNGUS, VIRUSES, UNKNOWN CONTAGIOUS DISEASES OR COVID-19 AS IDENTIFIED BY THE CENTER FOR DISEASE CONTROL AND PREVENTION.

3. <u>TYPES OF INJURIES</u>.

It is important that the Participants understand the types of injuries that may occur when participating in the Activities. First is the minor injury, which, includes, but not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the serious injuries, which, are broken bones, ligament and joint injuries, concussions, and eye injuries. The third type of injuries are catastrophic injuries, which, are brain injuries, paralysis, heart attack, and death. Participant on his/her own behalf and as the parent or legal guardian of the Child Participant(s), acknowledges that he/she is aware of and voluntarily assumes all such risks.

4. ASSUMPTION OF RISKS.

A. Participant, or the parent or legal guardian of the Child Participant, acknowledges on his/her own behalf, and/or for the Child Participant(s), that Participant, or parent or legal guardian of Child Participant, has read this Agreement in its entirety, acknowledges the Activities contain inherent risks, which vary with the activity, understands the demands of the Activities relative to Participant's physical condition and skill level, appreciates the types of injuries that may occur as a result of the Activities and their potential impact on Participant's safety, well-being, and lifestyle, and asserts that participation is voluntary. PARTICIPANT AFFIRMS AND REPRESENTS THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND ALL PARTICIPANTS, AND/OR PARENTS OR LEGAL GAURDIANS OF CHILD PARTICIPANTS, KNOWINGLY, WITH UNDERSTANDING OF THE INHERENT RISKS AND POTENTIAL INJURIES ASSUME ALL RISKS INHERENT WITH THE ACTIVITIES. BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THAT THE PROTECTED PARTIES (AS DEFINED BELOW) WILL NOT HAVE ANY RESPONSIBILITY FOR ANY INJURY TO PARTICIPANT

OR PAY FOR ANY COST OR EXPENSES INCURRED BY PARTICIPANT IF PARTICIPANT IS INJURED.

B. Participant agrees to exercise ordinary and reasonable care and to not consume alcohol to the extent Participant's judgement is impaired. Participant understands the potential risks associated with the consumption of alcohol and acknowledges Participant does not have and is not aware of any medical condition that would result in any injury or damage to Participant because of Participant's consumption of alcohol. Participant assumes the risks associated with alcohol consumption and takes full responsibility for Participant's own actions, safety, and welfare.
NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY FEES PAID BY PARTICIPANT FOR ENTRY INTO A FAMOUS EVENTS WORLDWIDE LLC EVENT, OR ANY REPRESENTATIONS MADE BY ANY EMPLOYEES, IN ABSOLUTELY NO EVENT WILL PARTICIPANT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES ONCE THE PARTICIPANT HAS CONSUMED ALCOHOL. THIS PROHIBITION WILL NOT BE WAIVED.

5. <u>RELEASE OF CLAIMS</u>.

In full appreciation of the foregoing risks, and in consideration for the right to use, access and enjoy the Events and voluntarily participate in the Activities, TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT (AND ON THE BEHALF OF ANY CHILD PARTICIPANT AND HIS/HER HEIRS, EXECUTORS AND REPRESENTATIVES) RELEASES AND AGREES NOT TO SUE FAMOUS EVENTS WORLDWIDE LLC, THE LEGAL OWNER OF THE VENUE, LANDLORD'S MORTGAGEES AND MANAGEMENT COMPANY OF THE VENUE, AND ANY OF THE AFFILIATESOR SUBSIDIARIES, RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EQUIPMENT PROVIDERS, AND INSURERS OF ALL OF THEM (COLLECTIVELY, THE "PROTECTED PARTIES") FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTIONS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY BODILY INJURY TO, DISABILITY, OR DEATH OF PARTICIPANT OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY (A) THAT MAY ARISE IN CONNECTION WITH PARTICIPANT'S USE OF THE EVENT AND/OR DURING OR RELATING TO PARTICIPANT'S PARTICIPATION, WHETHER ACTIVELY OR PASSIVELY, IN THE ACTIVITIES, INCLUDING, BUT NOT LIMMITED TO, WATER FIGHTS, BOUNCE HOUSES, OBSTACLE COURSES, ATHLETIC/COMPETETIVE PLAYING, AND OTHER **MISCELLANEOUS ACTIVITES, USE OF ANY EQUIPMENT OR ATTRACTIONS,** INSTRUCTION, TRAINING, CLASSES, OBSERVATION, USE OF ANY PORTION OF ANY VENUE FAMOUS EVENTS WORLDWIDE LLC USES INCLUDING, BUT NOT LIMITED TO, THE ASSOCIATED SIDEWALKS AND PARKING LOTS, AND ANY COMPETETION, EVENT, OR PROGRAM SPONSORED BY OR AFFILIATED WITH THE PROTECTED PARTIES, (B) **OCURRING IN OR ABOUT ANY VENUE THAT FAMOUS EVENTS WORLDWIDE LLC WHERE** ANY OF THE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, OR IN TRANSPORTATION TO AND FROM ANY OF THE ACTIVITIES, (C) RESULTING IN PERSONAL INJURY, INCLUDING MINOR INJURY, SERIOUS INJURY, OR CATASTROPHIC INJURY AS DESCRIBED ABOVE IN SECTION 3 OF THIS AGREEMENT ARISING FROM, GROWING OUT OF, OR CAUSED DIRECTLY OR INDIRECTLY BY THE NEGLEGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OR STRICT LIABILITY OF THE PROTECTED PARTIES, (D) RESULTING FROM DAMAGE TO, LOSS OF, OR THEFT OF PERSONAL PROPERTY OF PARTICIPANT REGARDLESS OF WHETHER DUE TO THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE PROTECTED PARTIES, (E) RESULTING FROM THE CONSUMPTION OF ALCOHOL AT THE PREMISES BY PARTICIPANT OR ANY OTHER INVITEE OF FAMOUS EVENTS WORLDWIDE LLC. THE RELEASED CONTAINED IN THIS PARAGRAPH, INCLUDING ALL SUBPARTS, SHALL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE **NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT.**

6. <u>INDEMNITY</u>.

ADULT PARTICIPANT, ON BEHALF OF ADULT PARTICIPANT AND HIS/HER HEIRS, ASSIGNS, EXECUTORS AND REPRESENTATIVES AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, LIENS, JUDGMENTS, SETTLEMENTS, PROCEEDINGS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) OF ANY NATURE WHATSOEVER FOR OR RELATING TO INJURY, DEATH AND/OR DISABILITY, BODILY INJURY OR PROPERTY DAMAGE IN ANY WAY RESULTING FROM, RELATING TO, OR CAUSED BY (WHETHER IN WHOLE OR IN PART) ANY OF THE FOLLOWING MATTERS (WHICH NECESSARILY INCLUDE ALL CLAIMS THAT DO OR MAY BELONG TO THE CHILD PARTICIPANT(S)): (A) PARTICIPANT'S ACTS, OMISSIONS OR PRESENCE ON OR ABOUT ANY PART OF THE VENUES PREMISES OR OTHER VENUE PREMISES THAT FAMOUS EVENTS WORLDWIDE LLC USES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN, OR OBSERVANCE OF, ANY OF THE ACTIVITIES (C) ANY CLAIMS ARISING OUT OF THE NEGLIGENT, GROSSLY NEGLIGENT, OR WILLFUL ACTS OR OMISSIONS OF THE PROTECTED PARTIES, PARTICIPANT OR ANY GUEST OR INVITEE OF THE PROTECTED PARTIES, PARTICIPANT, OR ANY OTHER PERSON PARTICIPATING IN ACTIVITIES ON THE PREMISES (D) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT ANY VENUE'S PREMISES FAMOUS EVENTS WORLDWIDE LLC USES FOR EVENTS OR OTHER VENUE'S PREMISES THAT FAMOUS EVENTS WORLDWIDE LLC USES WHERE ACTIVITIES ARE TAKEN PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, OR (E) PARTICIPANT'S CONSUMPTION OF ALCOHOL AT THE EVENTS PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH, INCLUDING ALL SUBPARTS, WILL APPLY EVEN IF ANY SUCH INJURY, LOSS, DISABILITY, DEATH, OR DAMAGE IS CAUSED IN WHOLE,OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.

7. DISPUTE RESOLUTION.

A. ARBITRITION. ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, BREACH THEREOF, ANY VENUE'S PREMISIES FAMOUS EVENTW WORLDWIDE LLC USES FOR EVENTS, ACTIVITIES, PROPERTY DAMAGE (REAL OR PERSONAL), PERSONAL INJURY (INCLUDING DEATH), OR THE SCOPE, ARBITRARILY, OR VALIDITY OF THIS ARBITRITION AGREEMENT (DISPUTE) SHALL BE BROUGHT BY THE PARTIES IN THERE INDIVIDUAL CAPACITY, AND SETTLED BY BINDING ARBITRITION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY THE AMERICAN **ARBITRATION ASSOCIATION (AAA) PER ITS COMMERCIAL INDUSTRY ARBITRATION** RULES IN EFFECT AT THE TIME THE DEMAND FOR ARBITRATION IS FILED. JUDGEMENT ON THE ARBITRITION AWARD MAY BE ENTERED IN ANY FEDERAL OR STATE COURT HAVING JURISDICTION THEREOF. NO AWARD SHALL EXCEED THE AMOUNT OF THE CLAIM BY EITHER PARTY AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY DAMAGES. IF THE DISPUTE CANNOT BE HEARD BY THE AAA FOR ANY REASON, THE DISPUTE SHALL BE HEARD BY AN ARBITRATOR MUTUALLY SELECTED BY THE PARTIES. IF THE PARTIES CANNOT AGREE UPON AND ARBITRATOR, THEN EITHER PARTY MAY PETITION AN APPROPRIATE COURT TO APPOINT AN ARBITRATOR. ARBITRATION AND THE ENFORCEMENT OF ANY AWARD RENDERED IN THE ARBITRATION PROCEEDINGS SHALL BE SUBJECT TO AND GOVERNED BY 9 U.S.C § 1 ET SEQ. IF EITHER PARTY FILES SUIT IN VIOLATION OF THIS PARAGRAPH (EXCEPT TO TOLL THE STATUE OF LIMITATIONS), SUCH PARTY SHALL REIMBURSE THE OTHER FOR THEIR COSTS AND

EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED IN SEEKING ABATEMENT OF SUCH SUIT AND ENFORCEMENT OF THIS PARAGRAPH.

B. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT AND FAMOUS EVENTS WORLDWIDE LLC KNOWINGLY, WILLINGLY, AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AFTER CONSULTING WITH COUNSEL (OR AFTER HAVING WAIVED THE OPPORTUNITY TO CONSULT WITH COUNSEL) AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH ARBITRITION. THE RIGHT TO TRIAL BY JURY IS A RIGHT PARTIES WOULD OR MIGHT OTHERWISE HAVE HAD UNDER THE CONSTITUTIONS OF THE UNITED STATES OF AMERICA AND THE STATE IN WHICH THE VENUES PREMISES OF THE EVENT THAT FAMOUS EVENTS WORLDWIDE LLC USES.

8. ACKNOWLEDGEMENTS BY PARTICIPANT.

Participant acknowledges on behalf of him/herself and the Child Participant(s) that Participant would not be granted access to venue's Premises that Famous Events Worldwide uses for an event or the ability to participate in the Activities but for these acknowledgements:

- A. Child Participant(s) and Adult Participant possess a sufficient level of skill and physical fitness for safe participation in the Activities. Participant also agrees to attempt only activities that Participant feels he/she is capable of performing safely. Further, Participant agrees to stay in areas that will not place Participant in undue danger.
- B. Neither Adult Participant nor the Child Participant(s) has any health problems that would not allow him/her to participate in the Activities.
- C. Participant has received either medical clearance for his/her physician prior to participation in the Activities or has determined that such clearance is not necessary for his/her participation in the Activities.
- D. Famous Events Worldwide LLC may (but shall not be obligated or required to) administer to Participant emergency aid, CPR, and use an AED (defibrillator) when deemed necessary by Famous Events Worldwide LLC.
- E. Famous Events Worldwide LLC may (but shall not be obligated or required to) secure emergency medical care or transportation (i.e., EMS) when deemed necessary by

Famous Events Worldwide LLC and Participant shall assume all costs of emergency medical care and transportation.

- F. It is Participant's duty to inform Famous Events Worldwide LLC and cease participation in the Activities if Participant should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains).
- G. Famous Events Worldwide LLC may (but shall not be obligated or required to) terminate Participant's participation when it determines Participant to be incapable of safely participating in the Activities.
- H. Participant agrees to obey all safety rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior.

9. <u>AUTHORITY</u>.

As the parent or legal guardian of the Child Participant(s), the undersigned represents the Protected Parties he/she has the legal capacity and authority to act for and on behalf of the Child Participant(s), and agrees to <u>INDEMNIFY AND DEFEND THE PROTECTED</u> <u>PARTIES FROM AND AGAINST ALL CLAIMS OR LIABILITIES RESULTING FROM OR</u> <u>RELATING TO ANY INSUFFICIENCY OF THE UNDERSIGNED'S LEGAL CAPACITY OR</u> <u>AUTHORITY TO ACT FOR OR ON BEHALF OF THE CHILD Participant(S).</u>

10. MISC. TERMS.

This Agreement constitutes the entire agreement between the Protected Parties and the Participant, supersedes all previous oral or written promises or agreements, and may only be modified in writing. Participant expressly that his/her agreement is intended to be as broad and inclusive as is permitted as is permitted by the laws of the state in which the Venue's Premises that Famous Events Worldwide LLC is located and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any action brought hereunder or due to Participant's use of the Venue's Premises or Participation in the Activities and shall lie in the County in which the Venue's Premises is located. The substantive laws of the state in which the Venue's Premises is located shall apply. By signing below, Participant authorizes Famous Events Worldwide LLC to communicate with Participant via email with updates, news, advertisements, and offers. Wherever any words are used herein the masculine or feminine gender, they shall be construed as though they were also used in another gender in all cases where they would apply.

11. ACKNOWLEDGEMENT & UNDERSTANDING.

Participant represents to the Protected Parties that Participant thoroughly understands this is a complete and final release and indemnify agreement, that Participant is voluntarily entering into this Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participant agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant acknowledges that Participant has read this Agreement in its entirety, fully understands its terms, and understands that he/she is giving up substantial rights herein, including his/her right to sue. Participant acknowledges that Participant is signing this Agreement freely and voluntarily, and intends by Participant(s) signature, to completely and unconditionally release the Protected Parties from all liability due to ordinary negligence and the inherent risks of the Activities to the greatest extent permitted by the laws of the state which the Venue's Premises is located.

12. <u>License</u>.

For good and valuable consideration the receipt of which is hereby acknowledged, Adult Participant on behalf of him/herself and the Child Participant irrevocably grants Famous Events Worldwide LLC and name in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. <u>ADULT PARTICIPANT ON BEHALF OF HIM/</u> <u>HERSELF AND THE CHILD PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE</u> <u>VERSIONS OR IMAGES USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY</u> <u>USED IN CONNECTION WITH THE IMAGES. ADULT PARTICIPANT ON BEHALF OF HIM/</u> <u>HERSELF AND THE CHILD PARTICIPANT RELEASE COMPANY AND COMPANY'S ASSIGNS,</u> <u>LICENSEES AND SUCCESSORS FROM ANY CLAIMS THAT MAY ARISE REGARDING THE</u> <u>USE OF MY STATEMENTS OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION,</u> <u>INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY</u> <u>OR COPYRIGHT.</u> Company is permitted, although not obligated, to include my name as a credit regarding the image. Company is not obligated to utilize any of the rights granted in this agreement.

13. <u>AUTHORITY</u>.

IF I AM SIGNING THIS DOCUMENT ON BEHALF OF MY SPOUSE, CHILD, FAMILY MEMBER, FRIEND, MINOR CHILD, OR OTHER PERSON, I EXPRESSLY WARRANT AND REPRESENT TO FAMOUS EVENTS WORLDWIDE LLC THAT I HAVE SUCH PERSON'S ACTUAL AND IMPLIED AUTHORITY TO EXECUTE THIS AGREEMENT ON THEIR BEHALF, INCLUDING, BUT NOT LIMITED TO, THE ARBITRAITION CLAUSE, WAIVER AND RELEASE, INDEMNITY AGREEMENT, AND LICENSE.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT. I HAVE READ AND UNDERSTAND THIS AGREEMENT TO BE BOUND BY ITS TERMS.