



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

In consideration of participation in the All-Stars Club (a DBA of Activ8 Sports, Inc.), hereinafter referred to as "ASC", the undersigned (hereinafter "Releasor") agrees as follows:

1. I am the Participant or parent and/or legal guardian of the "Participant". I have the legal authority to enter on behalf of Participant into this Release and Waiver of Liability, Assumptions of Risk and Indemnity Agreement (hereinafter the "Agreement"), with the intent to enter into a legally binding agreement, on behalf of Participant. I understand and agree that participation in ASC activities and events (hereinafter referred to as "Activities") is voluntary and is conditioned upon my acceptance of registration and this Agreement, which will waive certain rights for both myself and Participant. Participant has requested to participate in the Activities and I, for myself and on behalf of Participant, agree as follows:
2. I understand the nature of the Activities and I hereby represent that Participant is qualified, in good health, and in proper physical condition to participate in such Activities. I give my permission and consent for Participant to take part fully in all Activities. I further represent that I have received clearance from Participant's medical doctor that Participant is medically allowed to participate in the Activities and that there are no medical limitations on Participant's ability to participate in the Activities. I acknowledge that if I and/or Participant and/or any physician treating Participant believe the Activities are unsafe for Participant, I or Participant will immediately notify Scott Russomanno (scott@allstarsclub.org) and will discontinue Participant's participation in the Activities.
3. I fully understand that the Activities involve risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by Participant's conduct, by the conduct of others participating in the Activities, by the conditions in which the Activities take place, or by the conduct of the "Releasees" (identified below). I understand that the risks of participating in the Activities may be caused in whole or in part by: my own actions or inactions; the actions or inactions of other participants; the actions or inactions of spectators or other pedestrians; and/or the acts, inactions, or negligence of the Releasees. I also fully understand and acknowledge that there may be other risks arising from or associated with the Activities either not known to me or not readily foreseeable at this time and I on behalf of myself and Participant fully accept and assume all such risks and all responsibility for losses, costs, and damages that I and/or Participant may incur as a result of Participant's participation in ASC and its Activities.
4. In consideration for Releasee's provision of the opportunity to participate in ASC, I for myself and on behalf of Participant, hereby forever release, discharge, and covenant not to sue Activ8 Sports, Inc. (DBA All-Stars Club), their respective agents, officers, directors, employees, volunteers, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activities takes place, (collectively and individually referred to herein as "Releasees") from all liability, claims, demands, losses, or damages on my account or on account of Participant caused or alleged to be caused directly or indirectly, in whole or in part by the Releasees conduct or Releasees failure to act or make safe or in any way arising from or related to Participant's participation in ASC and the Activities or otherwise, including, but not limited to, rescue operations.
5. I further agree that if, despite this Agreement I, or anyone on my and/or Participant's behalf makes a claim against any of the Releasees, I will indemnify and save and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as a result of such

claim. Releasor shall indemnify, defend and save and hold harmless, Releasees from and against all fines, penalties, claims, losses, costs, damages, suits and expenses including, but not limited to, attorney's fees, court costs and expert fees resulting from, caused or contributed by or in any way relating to or arising out of Participant's participation in ASC or the Activities.

6. In the event of Participant injury, accident, or illness, I consent to Participant receiving emergency medical care and treatment as deemed advisable in the best judgment of appropriate Activ8 Sports, Inc. personnel and/or appropriate medical professionals. If necessary, I authorize appropriate Activ8 Sports, Inc. personnel to consent to such medical care and treatment on Participant's behalf. I agree to assume liability for any and all medical costs incurred as a result of Participant's participation in the Activities that are not covered by insurance, including but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Releasees from all liability for such costs.

7. I grant permission to the All-Stars Club to use Participant's photograph and/or any other record of Participant's participation in the Activities for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of Participant captured during the Activities by All-Stars Club, its affiliated entities or contractors, and/or the media become the sole property of All-Stars Club. I grant the right, permission and authority to All-Stars Club to use Participant's name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that All-Stars Club, as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.