



2004 Cincinnati MSS

## Waiver and Release of Liability and Name and Likeness Release

### Name and Likeness Release

As a condition of my being permitted to participate in the Mobile Skatepark Series event in Cincinnati, an action sports and lifestyle event held between May 28 and June 1, 2004 and televised by Fox Sports Net and by multiple broadcast outlets worldwide (the "Event"), and in consideration of the opportunity to win cash prizes, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant permission to ASA Properties, LLC, its successors and assigns (the "Distributors") to utilize my appearance, name, voice and likeness in connection with the Event in any and all manner and media throughout the world in perpetuity. I hereby waive any right that I may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party. I hereby assign all right, title and interest I may have in any and all media in which any or all of my appearance, name, voice or likeness have been captured in connection with the above Distributors, along with full rights of assignability.

### Assumption of Risk

In consideration of being allowed to participate in any way in events managed by ASA Properties, LLC, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

### Liability Release and Indemnity Agreement

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS ASA Properties, LLC, Hamilton County Board of Commissioners, City of Cincinnati, Cincinnati Recreation Commission, and GCSC, their successors and assigns, their officers, officials, agents and/or employees, subcontractors, the owners, lessors and lessees of the property, facilities and equipment used in connection with the Event, the respective organizers, directors, officers, employees and agents of all of them, the other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

### Medical Treatment

In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Event, I authorize as my emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

### Severability of Provisions

**I agree that the foregoing agreements are intended to be as broad and inclusive as is permitted by law. Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.**

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND NAME AND LIKENESS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Emergency phone: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

**Parent's signature must be notarized for skaters under 18.**