

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

PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THERE ARE INHERENT RISKS OF INJURY WHILE PARTICIPATING IN, OBSERVING, OR BEING IN THE PRESENCE OF THESE ACTIVITIES. SERIOUS INJURY OR DEATH MAY RESULT FROM PARTICIPATION. BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN IMPORTANT LEGAL RIGHTS.

In consideration of my and if applicable my minor child's ("Minor") ability to participate in the Fantastic 4 Double Dutch Co. tournament and engage in various non-tournament legal double dutch techniques and having the opportunity to participate in, observe, be present at this event hosted by Fantastic 4 Double Dutch Co. (hereinafter Fantastic 4) and in consideration of my and/or Minor's ability to enter into or upon the premise where said Event is or will be taking place, I, for myself, Minor, my representatives, agents, assigns, successors, heirs, and next of kin (hereinafter collectively "undersigned") hereby agree to all the terms of this ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, RELEASE (the "Agreement") as follows:

1. The undersigned acknowledges that he/she/they or Minor will be in the presence of and/or participating in an activity, double dutch, WHICH IS DANGEROUS TO PARTICIPATE IN OR BE PRESENT AT which involve the risk of injury to person or property, including death. With full knowledge of the risks involved, the undersigned hereby expressly assumes and accepts any and all risks of injury, death, damage, or loss that may occur as a result of his/her or Minor's presence at or participation in this FANTASTIC 4 DOUBLE DUTCH Co. event, and/or the use of FANTASTIC 4 equipment. EVEN BEING PRESENT DURING SUCH an EVENT CAN CARRY MANY OF THE SAME RISKS AS PARTICIPATION IN THE EVENT. Even without participation, accidents can happen in ways that can harm observers and other present as well as participants, and there is greater risk to participants in these inherently dangerous activities.

2. THE UNDERSIGNED, FOR HIMSELF/HERSELF/THEMSELF AND/OR MINOR, HEREBY RELEASES AND HOLDS FANTASTIC 4. HARMLESS FROM LIABILITY for: (1) any and all losses, liabilities, damage, costs, illness, injury, temporary or permanent disfigurement or death (collectively "Injuries") that takes place arising out of or related to the undersigned's and/or Minor's participation in the Event, (2) any and all costs, claims, attorneys fees and/or causes of action; (3) all consequential damages; (4) all Injuries that occur as a result of emergency care provided or not provided or resulting from

Fantastic 4. emergency procedures; (5) legal and medical expenses and professional fees related to the Injuries or any claim the Undersigned and/or Minor may assert against Fantastic 4. This waiver further includes, without limitation damage that may result from FANTASTIC 4 negligence and/or that may occur as a result of any emergency care provided, if any. In the event of an emergency requiring medical care, the undersigned authorizes FANTASTIC 4 to use its best efforts to obtain whatever medical treatment it, in its sole discretion, deems appropriate under the circumstances, and consents to receive such medical treatment, if any, and agrees that FANTASTIC 4 shall have no responsibility to pay for medical treatment or related costs in any event.

3. THE UNDERSIGNED FOR HIMSELF/HERSELF/THEMSELF AND/OR MINOR, FURTHER HEREBY RELEASES FANTASTIC 4 and its founders, employees, agents, representatives, assignees, successors, and volunteers working for or with FANTASTIC 4, from any and all liability, loss, damages, costs, claims and/or causes of action, including but not limited to injury to the person or property and emotional and bodily injuries, including death, including without limitation any and all liability caused or occasioned by the sole or partial fault or negligence of FANTASTIC 4 arising in any way from or related to the undersigned's and/or Minor's participation in the Event as herein described, the undersigned's and/or Minor's presence on, in, or about the premises where said Events are or will be taking place, and the undersigned's and/or Minor's use of FANTASTIC 4 premises and/or equipment.

4. THE UNDERSIGNED FOR HIMSELF/HERSELF/THEMSELVES AND/OR MINOR ALSO HEREBY AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS FANTASTIC 4 from any breach of this Agreement and from Injury, including injury to a third party (another person), liability, loss, damages, costs, claims and/or causes of action, legal expenses (including attorney's fees and court costs), arising out of or related to the undersigned's and/or Minor's participation in an Event, breach of this Agreement, and/or the undersigned's and/or Minor's negligent and/or intentional tortious acts, including without limitation claims that also allege negligence on the part of FANTASTIC 4. The undersigned also agrees to pay FANTASTIC 4 for any and all damages resulting from the undersigned's and/or Minor's negligent and/or intentional tortious acts to FANTASTIC 4 premises and/or equipment.

5. The undersigned acknowledges that he/she/they will not participate in the Event or utilize the premises and/or equipment, if under the influence of alcohol or drugs or have

a physical condition or injury that would impair his/her/their ability to understand and follow directions and participate without creating risk to others or him/her/themselves. It is the undersigned's responsibility to consult with a doctor prior to participation and to participate only in those activities for which he/she/they have been cleared by his/her/their personal doctor, and possess the required skills, qualifications, training and physical conditioning. If the Undersigned a disability which Fantastic 4 can reasonably accommodate, the undersigned agrees to request such reasonable accommodation from Fantastic 4 and permit Fantastic 4 full opportunity to provide the reasonable accommodation.

6. FANSTASTIC 4 reserves the right to deny admission to its premises and/or participation for the Event to any person for any reason, including, but not limited to, failure to complete and sign this Agreement, failure to follow FANTASTIC 4 rules and regulations, failure to follow FANTASTIC 4 written or oral instructions/commands, display of actions or attitude that FANTASTIC 4 deems to be detrimental to its business and/or other patrons, possession of banned or illegal substances, and engaging in unsafe or erratic behaviors/actions. In such an instance, FANTASTIC 4 reserves the right to require that any person leave the premises immediately and without refund of any fees paid.

7. The undersigned agrees that he/she or Minor may be photographed and/or video-recorded and consents to the use of any such photograph, video, film, or likeness to be used by FANTASTIC 4 for any legitimate business purpose.

8. The undersigned has an opportunity and right to have a lawyer read and negotiate this Agreement before executing it. The undersigned agrees that this Acknowledgement of Risk, Waiver of Liability and Release is intended to be and shall be construed as broadly and inclusively as is permitted by the law of the State of New York or other applicable laws, and that it is fully severable, such that if any portion is held to be invalid, the undersigned agrees that any illegal clause shall be severed and the balance shall nonetheless continue in full force and effect. The undersigned also agrees that no oral or written representations can or will alter the contents of this document.

BY SIGNING THIS FOUR-PAGE ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY AND RELEASE, THE UNDERSIGNED AGREES TO BE LEGALLY BOUND

BY THE TERMS OF THIS AGREEMENT AND CERTIFIES: I HAVE READ AND UNDERSTAND THE CONTENT OF THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION AND ACKNOWLEDGEMENT OF RISK, AND INDEMNITY AGREEMENT. I AM AWARE THAT BY EXECUTING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS THAT I, MY CHILD OR OUR HEIRS, NEXT OF KIN, AGENT, ASSIGN, EXECUTORS OR ADMINISTRATORS MAY HAVE OR MAY HAVE HAD AGAINST SUPERCHARGED. I AM AT LEAST 18 YEARS OF AGE AND SIGN FREELY AND VOLUNTARILY. THIS RELEASE SHALL CONTINUE IN FORCE DURING THIS VISIT AND ALL FUTURE VISITS, UNLESS AND UNTIL REVOKED IN WRITING BY THE UNDERSIGNED. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I FURTHER ACKNOWLEDGE THAT E-SIGNATURE MAY BE USED AND ACCEPTED FOR PHYSICAL SIGNATURE.

IF THE UNDERSIGNED IS EXECUTING THIS AGREEMENT ON BEHALF OF MINOR, THEN THE FOLLOWING PROVISIONS SHALL ALSO APPLY:

- The undersigned is the parent or legal guardian of the Minor named below and has full legal right and authority to sign this Agreement.
- The undersigned assumes all responsibility to control the Minor and will do so to the greatest extent possible. If the undersigned sees anything which endangers the Minor, the undersigned agrees to remove the Minor from the premises without further participation.
- The undersigned consents to the Minor's entry into and participation in the Events the Minor may participate in.

Signature

Date

Guardian Signature

Date