ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM and PHOTO RELEASE ("RELEASE")

Date(s) of BubbleBall Event: _____ I (and/or my child) am participating in a BubbleBall event on the date(s) specified ("Event") and HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence, gross negligence, or carelessness on the part of the persons or entities being released or other participants or volunteers in the event, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of any of their possible liability without fault.

I am participating in this Event purely on a voluntary basis. It is for recreational purposes only and is not required, expected, or encouraged as a condition or part of my employment, school curriculum, or otherwise. I acknowledge that this Event may carry with it the potential for death, serious injury, and property loss. I understand these risks are inherent to participants in the Event, including myself. I certify that there are no health-related reasons or problems that preclude my participation in this Event and that I have not been advised to not participate in this Event, or any other athletic activities, by any medical professional. I acknowledge that this Release will be used by the Event holders and organizers, and that it will govern my actions and responsibilities at the Event and that it will apply equally to any future BubbleBall event in which I participate, whether I am required to sign an additional release for such future events or not.

In consideration of my application and permitting me to participate in this Event, I hereby agree as follows for myself, my executors, administrators, and assigns ("Releasing Parties") as follows:

(A) I WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, property damage, injuries from equipment or any other product used during the Event, property theft, torts of any kind, or actions of any kind which may occur to me during the Event (which shall include my traveling to and from this activity or event), THE FOLLOWING ENTITIES OR PERSONS: BubbleBall, Inc., _____, the owners, lessees, or sublessees of the property(ies) at which the Event is held, and the Event holders/hosts, including their managers, members, owners, directors, officers, employees, volunteers, representatives, agents, successors, and assigns ("Released Parties");

(B) I WAIVE the provisions of California Civil Code Section 1542 which provides "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor," or any equivalent statute in my state of residence or in the state in which the Event is held.

(C) I INDEMNIFY, HOLD HARMLESS, AND PROMISE TO DEFEND the Released Parties from any and all liabilities or claims made as a result of my participation in this Event, whether caused by my negligence, intentional or negligent acts or omissions, or otherwise.

I acknowledge that neither the Released Parties are responsible for the errors, omissions, acts, or failures to act of any party or entity conducting the Event on behalf of the Released Parties or that I attend through or at the invitation of the Released Parties. This Release, however, is not intended to discharge the Released Parties from liability for fraud or violation of a statutory duty.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during the Event (including during travel to and from the Event). For the sake of clarity, any decision or act by any Released Party to provide, request, or otherwise induce the provision of any medical treatment to me as a result of an injury, accident, or illness during the Event shall be covered by this Release.

I understand that at this Event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness, voice, or persona to be used for any legitimate purpose, including commercial purposes, by any of the Released Parties, without fee or royalty.

This Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. It shall be governed by New York law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND AM AT LEAST 18 YEARS OF AGE AND NOT A MINOR, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT THAT I AM AUTHORIZED AND COMPETENT TO SIGN IT ON BEHALF OF ALL RELEASING PARTIES, AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name	Signature (if over age of majority)	Date

If Participant is under the age of majority, I herby certify that I am the parent / legal guardian (circle appropriate one) of the above-named minor(s) and do hereby give permission for him/her/them to be present on the premises, to use the facilities, to receive instruction and to participate in the activities,. I understand that this permission and release form shall be on file and shall be effective as long as the child is a minor or until we receive written request from me to terminate this permission.

Print Parent/Guardian's Name	Parent/Guardian's Signature	Date