

**ATHLETES RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, INDEMNITY - NAME AND LIKENESS RELEASE**

**Free Flow Tour 2008**

Location of scheduled event

Event Date

IN CONSIDERATION OF (a) being permitted to compete, officiate, observe, work for, or participate in any way in the Free Flow Tour (hereafter referred to as Event(s) or (b) being permitted to enter for any purpose any Restricted Area (defined as any restricted area requiring special authorization, credentials, or permission to enter any area where admission by general public is restricted or prohibited), including but not limited to, the competition area and the athlete lounge areas. EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, parent or legal guardian, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such Restricted Areas, and will continuously thereafter, inspect the Restricted Areas which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about Restricted Areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the Restricted Areas and/or refuse to participate further in the Event(s).

2. HEREBY Releases, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, Action Sports Tour, LLC., its affiliates and related companies including specifically: NBC Universal, NBC Sports Ventures, Inc., MTV Networks, a division of Viacom International Inc., and its affiliates., Fuse, LLC, Banquet, Pepsi-Cola Company, Panasonic Consumer Electronics Company, Division of Mitsushita Electric Corporation of America, Dial Corporation, Wendy's International, Inc., Toyota Motor Company, Sony Computer Entertainment America Inc., their respective representatives, officers and employees, and those in privity with them including without limitation any co-promoters, participants, sanctioning organizations or any subdivision thereof, including any parents or affiliated entities, rescue personnel, medical personnel, any persons in any Restricted Areas, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises and event inspectors, surveyors, underwriters, consultants and others who provide recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event (s) and each of them, their directors, officers, agents and employees all for the purposes herein referred to as "Releasees" FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representative, parent or legal guardian, assigns, heir, and the next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY, OR RESULTING IN DEATH, TO THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT (S). WHETHER CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OR WRONGDOING, STRICT LIABILITY OR FAULT OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the Event (s) WHETHER CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR FAULT OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Event(s) WHETHER CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF RELEASEES OR OTHERWISE.

5. HEREBY acknowledges, that THE ACTIVITIES OF THE EVENT (S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENCE OR INCREASED BY NEGLIGENCE RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. The UNDERSIGNED authorize and provide full consent to AST, LLC, and its affiliate agencies and partners including NBC Universal, NBC Sports Ventures, Inc Fuse, LLC, Banquet, its subsidiaries, affiliates, agents, contractors, vendors, volunteers or others, subject to the release, waivers and indemnities contained herein, to see and/or provide medical attention/treatment, including the release and distribution of medical records the respective entities may deem necessary and appropriate in the event the undersigned is unable, unfit or not qualified to make such decisions.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk, Indemnity and Rights Agreement extends to all acts of negligence or wrongdoing by the Releasees, INCLUDING NEGLIGENCE RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. Agrees that he/she will not record, film, or videotape his/her performances in the Events except for personal, non-commercial uses only; and further agrees that any such recordings, photograph, film or footage shall not be used, given away or otherwise distributed in any manner, whether individually or through any license of other authorization to any third parties, for any purposes (other than for personal, non-commercial uses), including without limitation: COMMERCIAL SALE, PROFITS (DIRECT OR INDIRECT), REPRODUCTION, BROADCAST, PUBLIC DISPLAY, PROMOTIONAL OR MARKETING PURPOSES, ETC.

8. HEREBY agrees that he/she is in good health and has no physical conditions that affect his/her ability to compete in the Event(s) and has not been advised otherwise by a medical practitioner. He/she is covered by medical insurance, individually or as part of an organization.

9. HEREBY agrees to wear appropriate safety equipment, as established by industry standards and common safety practices, during all activities and competitions at the Event(s) and agrees to assume all risks associated with a failure to wear appropriate safety equipment.

10. Has read and understands all official documents, rulebooks, competition guidelines and agrees to the rules and regulations and code of conduct as outlined in those documents, and understands that failure to comply may result in the forfeiting of prize money and/or suspension from Event(s).

11. Agrees that Action Sports Tour, LLC., its affiliates and related companies including specifically: NBC Universal, NBC Sports Ventures, Inc., MTV Networks, a division of Viacom International Inc., and its affiliates, Fuse, LLC, Banquet., and their affiliates and designees shall have the right, in perpetuity throughout the world, to use the name, likeness, image, footage and/or biography of the Undersigned in connection with the Event (s) and all advertising and promotional material created by AST, LLC, and its affiliate agencies and partners including Fuse, LLC, NBC Sports Ventures, Inc, Banquet, and/or any exhibition produced, presented or promoted by AST, LLC, and its affiliate agencies and partners including Fuse, LLC, NBC Sports Ventures, Inc, Banquet, in connection with the Event(s).

12. Grants to Action Sports Tour, LLC., its affiliates and related companies including specifically: NBC Universal, NBC Sports Ventures, Inc., MTV Networks, a division of Viacom International Inc., and its affiliates, Fuse, LLC, Banquet, and their designees, in perpetuity and throughout the world, and without further compensation or consideration, the right to photograph, film, videotape, or otherwise record; and the right to use, reuse, license the right to use and reuse and to otherwise exploit in any manner whatsoever by means of print and any and all forms of electronic media distribution now existing or hereafter created (including without limitation standard and non-standard television and home video distribution) the following:

(i) The Undersigned's name and performance in the Event (s) (and/or any personal interviews granted by him/her and his/her practice and/or qualifying activities in preparation for the Event(s));

(ii) The Undersigned's name, likeness, signature, nickname(s), biographical information, voice, picture, image, identifying features and any and all photographs, videos or other visual or audio reproductions thereof whether made by or on behalf of Releasees or otherwise (collectively referred to herein as "Name and Likeness"), throughout the universe, in perpetuity, in any media now existing or later developed, in connection with the Free Flow Tour promotion and related events and activities and any telecasts or other coverage thereof including, but not limited to, promotions, presentations, publicity materials, press releases, sales and marketing materials, giveaways, advertisements specific to the Events and the Free Flow Tour, but does not include rights to the intellectual property related to the Undersigned's sponsors or the creation of third party advertisements or other similar materials without prior written consent of the Undersigned. The Undersigned hereby waives any right to inspect or approve any such use of any such authorized use of his/her Name and Likeness.

This release shall not grant a) Releasees the right to use the Undersigned's Name and Likeness on any merchandise to be offered for sale, or b) assigns, sponsors, advertisers, or other third parties the right to use Undersigned's Name and Likeness on merchandise for sale or in connection with the promotion or endorsement of any products, services, promotions or announcements without prior approval of the Undersigned.

13. Warrants and represents that he/she is the owner of all rights granted hereunder or has been duly authorized by the owner of such rights to grant same.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK, INDEMNITY AND RIGHTS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**CAUTION: READ BEFORE SIGNING: I am over 18 yrs old and I have voluntarily read this release. If under 18 I have had it read and signed by a parent or legal guardian either on site or with witness and signature of a notary public.**

Contestant's Name (under 18 years of age)

Contestant's Name (18 years of age and older)

Date

\_\_\_\_\_  
Please Print Name Here

\_\_\_\_\_  
Please Sign Name Here

Parents or Legal Guardian's Name

\_\_\_\_\_  
Please Print Name Here

\_\_\_\_\_  
Please Print Name Here

\_\_\_\_\_  
Please Sign Name Here

**In the Presence of Notary Public (if parent is not present)**

Name of Notary

Date Commission Expires

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