

WAIVER AND RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF THE RISK FOR SKATEABULL INC dba HOMAGE, 615 DEGRAW STREET BROOKLYN NY 11217

PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY CAREFULLY. THIS WAIVER AND RELEASE OF LIABILITY IS A CONTRACT BETWEEN YOU AND SKATEABULL, INC., HOMAGE, AND ITS PARENT, AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS ("COMPANY") AND IT GOVERNS YOUR PARTICIPATION IN SKATEBOARDING, WALKING OR ANY OTHER ACTIVITIES AT 615 DEGRAW STREET. IF YOU AGREE TO BE BOUND BY THIS WAIVER AND RELEASE OF LIABILITY, SIGN THIS AGREEMENT. IF YOU DO NOT AGREE, THEN DO NOT SIGN AND YOU WILL NOT PARTICIPATE.

I verify that I have full knowledge of the risk involved in participation in skateboarding, bike riding, roller skating or any other activity at Skateabull Inc dba Homage, 615 Degraw Street Brooklyn NY 11217 ("HOMAGE TF"), including death and I understand that participating is dangerous. I am voluntarily participating at Skateabull Inc dba Homage, 615 Degraw Street Brooklyn NY 11217 ("HOMAGE TF") with knowledge of the dangers involved, including without limitation, the risks of death, catastrophic failure of equipment, falling, disability, injury, loss, damages, the unavailability of medical care, or the negligence or deliberate act of another person and I agree to accept any and all risks of injury, damage or death.

In consideration for being permitted to participate at Skateabull Inc dba Homage, 615 Degraw Street Brooklyn NY 11217 ("HOMAGE TF"), I agree to assume all risks associated with participation at Skateabull Inc dba Homage, 615 Degraw Street Brooklyn NY 11217 ("HOMAGE TF") and to release in advance and hold harmless and discharge the Company, all affiliated organizations, individuals and entities, designated beneficiaries, sponsors, first-aid volunteers, officials, participating communities, organizations, and all of their respective parents, subsidiaries, officers, directors, agents, employees and members from any liability and to waive my rights with respect to any and all claims for damages for death, personal injury or property damage, including but not limited to medical bills, lost wages, pain and suffering, loss of consortium, emotional distress, attorneys fees and court costs, which I may have, or which may hereafter accrue to me as a result of my participation at the House of Vans, even though this liability may arise through no fault of my own, or from the negligence or carelessness on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. Except for disclaiming liability for which the Company is prohibited from disclaiming under law, the Company hereby disclaims any and all liability and warranties for Skateabull Inc dba Homage, 615 Degraw Street Brooklyn NY 11217 ("HOMAGE TF").

I agree to allow my image, name, likeness and voice to be used and published in any media format worldwide in connection with Skateabull Inc dba Homage, or the Company in perpetuity. I acknowledge full and sole responsibility for my own medical expenses, and I am responsible for any and all medical expenses incurred on my behalf. If I should become injured while participating at Skateabull Inc dba Homage, 615 Degraw Street Brooklyn NY 11217 ("HOMAGE TF"), I authorize the Company to secure medial assistance on my behalf and at my expense.

I understand that, in the event that any one or more of the provisions contained in this Waiver and Release of Liability shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this Waiver and Release of Liability, and the remaining portions shall remain in full force.

I further declare that I am eighteen (18) years old and legally competent to sign this waiver and release of liability, or I have acquired the written consent of my parent or guardian. I understand that these terms are legally binding, and I have signed this document of my own free act.

BY SIGNING BELOW I DO HEREBY EXEMPT AND RELEASE THE COMPANY FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH OR ANY OTHER CAUSE OF ACTION, HOWEVER CAUSED, INCLUDING NEGLIGENCE, WHETHER PASSIVE OR ACTIVE.

I HEREBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION INVOLVING ANY RELEASED PARTY.

THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

Signature: _____

Participant's Name: _____

Address, Phone and Email: _____

Date and Location : _____

IF PARTICIPANT IS UNDER 18, A PARENT OR GUARDIAN MUST SIGN THIS WAIVER AND RELEASE ON THE NEXT PAGE. MINORS MAY NOT PARTICIPATE AT Skateabull Inc dba Homage, 615 Degraw Street Brooklyn NY 11217 ("HOMAGE TF"), OTHERWISE. (STAPLE THE WAIVER AND THE GUARDIAN'S SIGNATURE PAGE TOGETHER AS ONE DOCUMENT.)

PARENT OR GUARDIAN CONSENT TO MINOR'S PARTICIPATION AND CONSENT TO THE WAIVER AND RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK ON BEHALF OF MINOR PARTICIPANT AT Skateabull Inc dba Homage, 615 Degraw Street Brooklyn NY 11217 ("HOMAGE TF")

The above Participant has my permission to participate at Skateabull Inc dba Homage, 615 Degraw Street Brooklyn NY 11217 ("HOMAGE TF"). I have read and agree to the Waiver and Release of Liability and Express Assumption of the Risk on behalf of the Participant and myself. I know of no physical or mental limitations which may restrict this Participant's participation in this Event.

Signature of Legal Guardian: _____

Name of Participant's Legal Guardian: _____

Date: _____

Address: _____

Phone: _____

NOTARY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____ (date) before me, _____ (Notary Name) personally appeared _____ (Legal Guardian's Name), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)