

**WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND/OR  
PARENTAL CONSENT AND INDEMNITY AGREEMENT**

In connection with any and all BUSTIN' BUBBLES LLC being held, sponsored and/or officially presented or endorsed by BUSTIN' BUBBLES LLC, an Illinois limited liability company (BUSTIN' BUBBLES), I, the undersigned, in full consideration for being given the opportunity to participate in sports, leagues, events and other activities sponsored by BUSTIN' BUBBLES LLC and its affiliates), the sufficiency of which consideration is expressly acknowledged, and intending to be legally bound, do hereby, for myself, my heirs, executors, administrators, insurers, assigns, attorneys, representatives, agents, beneficiaries, legatees, representatives, successors, assigns and any other persons who make claims on my behalf (collectively the RELEASORS), waive, release, remise and forever discharge BUSTIN' BUBBLES LLC including, but not limited to, its contractors, sponsors, volunteers, advertisers, agents, representatives, attorneys, officers, partners, members, managers, directors, shareholders, principals, employees, beneficiaries, heirs, legatees, executors, administrators, affiliates, subsidiaries, predecessors, successors and assigns, and if applicable, owners and/or lessors of property on which events or activities take place (collectively, the RELEASEES), from any and all actions, causes of action, suits, claims, controversies, debts, accounts, demands, sums of money, damages, judgments and executions whatsoever, whether for injury, death, or property damage, in law or in equity, direct or indirect, known or unknown, foreseeable or unforeseeable, which I may have or acquire (collectively, CLAIMS), arising from, concerning or relating to my entry in, travel to or from and/or participation in BUSTIN' BUBBLES LLC and/or any events or activities staged or sanctioned by BUSTIN' BUBBLES LLC, as well as negligent first aid, medical treatment and/or rescue so provided (collectively, the EVENTS).

The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below BUSTIN' BUBBLES LLC event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such conditions and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE: I will immediately take all precautions to avoid the unsafe area and Refuse to participate further. (For MINORS or see below under signatures)

I/We/Parent(s) and /or legal guardian(s) hereby release, waive, discharge and covenant not to sue BUSTIN' BUBBLES LLC facilities used by the participant, including its owners, managers, promoters, lessees of premises used to conduct BUSTIN' BUBBLES LLC events or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions, to engage in risk evaluation or loss control activities regarding BUSTIN' BUBBLES LLC facility or event held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES

AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

I/We/Parent(s) and /or legal guardian(s) further expressly ASSUME ALL RISKS relating to or arising from participation in BUSTIN' BUBBLES EVENTS including, to the extent permitted by law, the risk of negligent or reckless acts or omissions by the RELEASEES and agree to forever HOLD HARMLESS the RELEASEES from any and all CLAIMS, arising from, concerning or relating to my entry in, travel to or from and/or participation in BUSTIN' BUBBLES EVENTS. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risks of serious injury, including permanent disability and death, property loss and severe social and economic losses (RISKS).

These risks include, but are not limited to, those caused by:

- (a) the actions, inactions or negligence of BUSTIN' BUBBLES LLC, participants, volunteers, spectators, coaches, event officials, referees and organizers;
- (b) conditions of the premises or equipment used;
- (c) rules of play;
- (d) temperature;
- (e) weather;
- (f) condition of participants; and,
- (g) vehicular traffic.

I/We/Parent(s) and /or legal guardian(s) further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. The RELEASORS fully accept and assume all such RISKS and responsibility to the extent permitted by law for losses, costs and damages incurred as a result of my involvement with BUSTIN' BUBBLES LLC and participation in the EVENTS. THIS RELEASE AND WAIVER SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK by the RELEASORS of and for the RELEASEES.

I/We/Parent(s) and /or legal guardian(s) further acknowledge, attest and represent as follows:

- (a) that I/We/Parent(s) and /or legal guardian(s) voluntarily wish to (allow my child to) enter and participate in BUSTIN' BUBBLES LLC EVENTS;

(b) I/We/Parent(s) and /or legal guardian(s) understand that such participation involves arduous and strenuous athletic activities that could present significant risk of injury, 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;

(c) I/We/Parent(s) and /or legal guardian(s) certify that I/my child am physically fit and able to participate in BUSTIN' BUBBLES LLC EVENTS, and have not been advised otherwise by a qualified medical professional;

(d) I/my child am qualified, in good health, physically fit and proper physical condition to participate in BUSTIN' BUBBLES LLC EVENTS;

(e) I/We/Parent(s) and /or legal guardian(s) understand my/my child's physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured;

(f) I/my child will obey all rules and regulations for participation in BUSTIN' BUBBLES LLC EVENTS or be penalized or disqualified from this and all future participation in BUSTIN' BUBBLES LLC EVENTS;

(g) I will inspect and examine all conditions with which I am involved and relating to BUSTIN' BUBBLES LLC EVENTS and I/my child willingly agree(s) 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/my child from participation and bring such to the attention of the proper authority of the BUSTIN' BUBBLES LLC EVENTS immediately and will refuse and refrain from taking part until the condition has been reasonably corrected; and

(h) I/We/Parent(s) and /or legal guardian(s) consent to have (my child to have) medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any BUSTIN' BUBBLES LLC EVENTS. I release BUSTIN' BUBBLES LLC and all persons participating in any such medical treatment from all responsibility for any such actions.

This Release and Waiver is intended to be as broad and inclusive as permitted by law, and if any portion hereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect. This Release and Waiver embodies the entire agreement with respect to these matters and supersedes any previous or contemporaneous oral or written negotiations, arrangements or agreements relating to the subject matter hereof. I/We/Parent(s) and /or legal guardian(s) agree that no promise or inducement has been offered except as herein set forth, and that this Release and Waiver has not been executed based upon statements or representations by any person or entity other than those set forth herein. I/We/Parent(s) and /or legal guardian(s) have been advised to contact an attorney prior to execution hereof.

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of ; county of Cook, or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction. Any reference to I, me, we, parent(s) and /or legal guardian(s) in this Release and Waiver is intended to include all RELEASORS.

BUSTIN' BUBBLES LLC intends to film/photograph the EVENTS (RECORDINGS) in connection with BUSTIN' BUBBLES LLC production of various films, television programs, DVDs, training film productions, promotional materials and the like (PRODUCTIONS) derived from its EVENTS. I/We/Parent(s) and /or legal guardian(s) knowingly and voluntarily agree to be (allow my child(ren) to be) filmed during the RECORDINGS and agree that RELEASEES have the right but not the duty to use my name, voice, likeness and/or biographical information (collectively LIKENESS) in the RECORDINGS and PRODUCTIONS in perpetuity without any compensation, as same may be exploited and exhibited in any and all media, including any advertising of sporting events. I/We/Parent(s) and /or legal guardian(s) acknowledge that the RECORDINGS are the sole and exclusive property of BUSTIN' BUBBLES LLC, which is entitled to all rights of ownership and all rights of copyright in and to the RECORDINGS and PRODUCTIONS; with BUSTIN' BUBBLES LLC owning all of the results and proceeds thereof, in all media, in all perpetuity.

**Parents or Guardians Additional Indemnification or For Participants of Minority Age**

In consideration of Minor being permitted by BUSTIN' BUBBLES LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BUSTIN' BUBBLES LLC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.