

**RELEASE AND WAIVER OF LIABILITY
TITLETOWN WINTER ACTIVITIES**

-- READ BEFORE SIGNING --

The undersigned participant, or minor participant by and through his or her parents or guardians (collectively the "Participant") desires to participate in Titledown winter activities, including but not limited to ice skating, ice skate rentals, ice bike riding, and sledding (collectively, the "Activities"). Participant understands and acknowledges that there are serious risks inherent in participating in the Activities, including but not limited to: risks of serious bodily injury, including permanent trauma, disability, paralysis, and/or death, which may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, and/or the negligence of the "Releasees" named below. In addition, I fully understand that there may be other, additional risks either known or unknown to me, or not readily foreseeable at this time. I further acknowledge that ice skate rentals are provided as-is, and I will use them at my own risk.

In exchange for the permission granted to me to participate in the Activities by Titledown Development, LLC ("Titledown"), the undersigned Participant accepts and assumes complete and absolute responsibility for all Risks encountered by Participant as a result of their purely voluntary participation in the Event. The undersigned participant or minor participant by and through his or her parents or guardians (collectively the "Participant") agrees to release, hold harmless and indemnify Titledown, Titledown Sportservice, Inc., Delaware North Companies, Inc., Delaware North Companies Sportservice, Inc., Seasonal Labor Solutions, Ltd, Electronic Works, LLC, and their respective agents, assigns, owners, affiliates, officers, directors, and insurers (collectively, the "Releasees") from any actions, suits, damages, claims, or judgments that may result from any personal injury, property damage, or death which the Participant may sustain while participating in the Event, even if the injury or damage is caused by the negligent act or omission of the Releasees or its agent. This release of liability shall be a full and final compromise and settlement of any claims for any injury or damage suffered by the Participant as a result of the Activity. Nothing in this Release shall be construed as a release, discharge, or waiver any claim that Participant may have for reckless or intentional acts of the Releasees or their respective agents.

In addition, Participant further agrees to indemnify the Releasees, and their respective agents, assigns, owners, corporate subsidiaries, affiliates and parents, officers, directors, and insurers, from any and all actions, suits, damages, claims, or judgments that may result from any personal injury or property damage which any other persons may sustain as a result of the Participant's conduct during or relating to the Activity.

Participant further authorizes Titledown, and anyone authorized by them, to retouch or alter any photographs, video, or other media taken of the event Participant and use it, in whole or in part, with or without the Participant's name, signature, and/or biographical information or other identification of any other fictitious or real person, in any and all media, for advertising or commercial purpose, and to claim and register its copyright in same; and further, release and hold harmless Titledown and their respective employees, directors, officers, agents, successors, and assigns from any and all liability arising from the use of the participant's photograph and from any blurring, distortion or optical illusion which may occur or be produced, as well as from the use of the Participant's name, signature, and/or biographical information; and further relinquish all right, title and interest in and to the negatives and prints and their reproduction, including the right to approve their final form, context and use.

Statement of Understanding: The undersigned has read and understands this document, and enters into it on behalf of the Participant and Participant's family, spouse, heirs, executors and assigns, and anyone acting on Participant's behalf, including attorneys, agents, insurers and representatives. The undersigned also acknowledges that the undersigned has had sufficient time to read this document, has had the opportunity to consider the consequences of signing this Agreement, and has had an adequate opportunity to ask questions regarding this Agreement.

I acknowledge that I have been given the opportunity to bargain for the rights I have agreed to waive herein, and I further acknowledge that I have waived my opportunity to bargain for those rights.

Printed Name of Participant: _____

Age: _____

Signature of Participant: _____

Date: _____ / _____ / _____

FOR PARENTS/GUARDIANS OF
PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF PARTICIPATION)

PARTICIPANTS AGES 18 AND YOUNGER MUST BE ACCOMPANIED BY A PARENT OR LEGAL GUARDIAN AT ALL TIMES

This is to certify that I, as parent/guardian with legal responsibility for the Participant named herein, do consent and agree to his/her (1) participation in the Activity, (2) agreement to all terms of the release, as set forth above, of all Releasees, for and on behalf of him/herself, myself, my heirs, assigns, and next of kin. I further agree to release, indemnify and hold harmless the Releasees from any and all liabilities and costs (including attorneys' fees) that may be incurred as a direct or indirect result of my minor child's involvement or participation in these Activity as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Minor's Name (please print): _____

Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____

Relationship to Minor: _____ Date Signed: _____ / _____ / _____

Address: _____

Emergency Telephone Number: _____ Minors Date of Birth: _____ / _____ / _____