

Public Square Group, Inc. Member Waiver, Release and License

Waiver of Liability for Injury, Death or Property Damage

A) I acknowledge that my participation in any and all events, fundraisers and/or lessons hosted by Public Square Group, Inc. ("Public Square Group") or acting as a spectator at any event, fundraiser and/or lesson (collectively, the "Event") is potentially HAZARDOUS and involves GREAT RISK OF PHYSICAL INJURY OR EVEN DEATH. I expressly assume all risk associated with participation in or training for the Event, including, without limitation, the risks and inherent dangers associated with skateboarding. I understand that I have the opportunity to inspect any skatepark or area where skateboarding will take place prior to training for or participating in any Event and I assume the risk of all skatepark and area conditions.

B) In consideration of receiving permission to take part in the Event, I agree to defend, indemnify, release and hold harmless Public Square Group, any affiliated companies, Public Square Group's respective agents, officers, directors, owners, contractors, and employees (collectively, the "Released Parties") from any and all claims I may have as a result of physical injury, including death, or property damage sustained in connection with the Event, including those based on negligence. Furthermore, I shall indemnify the Released Parties for any and all claims brought by any third party which I may cause.

Release and License to Use Image, Name and/or Voice

A) For purposes of this Waiver, Release and License "Personal Image & Name" specifically includes my image, visual likeness, name and voice.

B) I, the undersigned, hereby grant Public Square Group permission to use, adapt, modify, reproduce, distribute, publicly perform and display, in any form now known or later developed, my Personal Image & Name throughout the world by incorporating it or them into publications, websites, brochures, books, magazines, photo exhibits, motion picture films, videotapes, and/or other media (the "Works") or commercial, informational, educational, advertising, or promotional materials relating thereto.

C) In consideration of receiving permission to take part in any Event, I release, and hereby agree to indemnify, defend, and save harmless Public Square Group, its agents, employees, licensees and assigns (collectively, "Released Entities") from any and all claims I may have now or in the future for invasion of privacy, copyright infringement, defamation or any other cause of action arising out of the use, exploitation, reproduction, adaptation, distribution, broadcast, performance or display of the Personal Image & Name.

D) The Personal Image & Name may be used at Public Square Group's sole discretion, with or without my name or with or without my correct biographical information. Public Square Group will not use the Personal Information for any criminal or illegal purposes or in a manner inconsistent with community standards of decency.

E) I understand and agree that Public Square Group is and shall be the exclusive owner of all right, title and interest, including copyright in Works, and any commercial, informational, educational, advertising, or promotional materials containing the Personal Image & Name.

If any provision of this Agreement or its amendments, or the application of such provision to any person or circumstance, is or becomes invalid under any federal or state law or is held invalid by the final determination of any court or administrative agency of competent jurisdiction, the remainder of this Agreement and its amendments, or the application of such provision to persons or circumstances other than those as to which it is or becomes, or is held to be, invalid, shall not be affected thereby

This Waiver, Release and License supersedes any other agreements or representations by or between the parties and is governed by the provisions of the Ohio Revised Code and is intended to be interpreted as broadly as possible.

I am of full legal age and have read this release and am fully familiar with its contents. By their signatures below, a minor's parent(s) or legal guardian(s) indicate, on behalf of their minor child, their full and unqualified consent to the terms of this Waiver, Release and License.

I HAVE CAREFULLY READ THIS WAIVER, RELEASE AND LICENSE AND FULLY UNDERSTAND ITS CONTENTS.

Name _____ Age (if Minor) _____

Signature (not required if Minor) _____

Name of Parent(s)/Guardian if Minor _____

Signature of Parent(s)Guardian if Minor _____ Date _____

Address _____ Phone _____