

WASHINGTON PRIME GROUP

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND PARENTAL CONSENT

Name of Participant: _____ Age: _____ D.O.B. _____

Name of Participant's Parent: _____
(If Participant is under the age of 18 years)

Address: _____
(Street Address) (City) (State) (Zip Code)

Email Address: _____

Telephone-Home: _____ Telephone-Cell: _____

In consideration for being allowed to participate in _____ (the "Event"),
sponsored by _____ and held on _____ (the "Event Date")
I, the undersigned, understand, acknowledge, appreciate, and agree that:

1. I fully understand that participation in the Event involves risks and dangers of serious bodily injury, including, without limitation, disability, paralysis and death (the "Risks"). I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, associated with my participation in the Event, and, understanding such Risks, I represent that I voluntarily desire to participate in the Event.
2. I fully understand that these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Event, the condition in which the Event takes place, or THE NEGLIGENCE OF THE RELEASEES named below; and there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Event.
3. I am in good health and physically capable of participating in the Event. I acknowledge and agree that I, and I alone, am solely responsible for my personal health and safety and the personal property that I bring with me.
4. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.
5. I willingly agree to read all the Event rules and regulations provided by the Sponsor and, at all times while participating in the Event, I will abide by all such rules and regulations.
6. I, on behalf of myself and my heirs, assigns, personal representatives, administrators, estates, and next of kin, HEREBY VOLUNTARILY AND FOREVER: (i) RELEASE the Sponsor, each of its respective affiliates, and each of the foregoing parties respective current and former owners, partners, members, officers, directors, trustees, advisors, consultants, employees, agents, volunteers, officials, representatives, successors, assigns and other participants, advertisers and sponsors (collectively 'RELEASEES'), FROM ANY AND ALL LIABILITY WHATSOEVER, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY AND ALL INJURIES, DISABILITIES, DEATH, LOSSES OR DAMAGES TO PERSON OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH MY PARTICIPATION IN THE EVENT, WHETHER OR NOT CAUSED BY THE INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; (ii) WAIVE ANY RIGHT TO SUE OR MAKE ANY DEMAND WHATSOEVER against any RELEASEE for any damages or losses arising, directly or indirectly, in connection with the my participation in the Event; (iii) AGREE NEVER TO SUE ANY RELEASEE asserting any claim for damages or losses suffered, directly or indirectly, in connection with my participation in the Event. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim against any of the Release's, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as a result of such claim. I understand and agree that this Waiver, Release of Liability, Assumption of Risk, Indemnity Agreement and Parental Consent (if applicable) (the "Agreement") survive my participation in the Event.

7. I understand that my name, photograph, voice or likeness may be used by the RELEASEES for informational, educational, promotional and/or publicity purposes, among others, including but not limited to use on websites or in publications, displays, newspapers, magazines, advertisements, reports, videotapes, audiotapes and other media. I consent to and authorize, in advance, all such uses and waive all rights of privacy I have in connection therewith. I further understand that I will not be compensated for any such use. I also agree to release the RELEASEES from any and all liability arising out of or connected to the use of my name, photograph, voice or likeness as stated above.

I HAVE CAREFULLY READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY AGREEING TO IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM AGREEING TO ALL OF ITS TERMS INCLUDING WAIVING SIGNIFICANT LEGAL RIGHTS. I AGREE TO THIS AGREEMENT IN ITS ENTIRETY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IF YOU ARE 18 YEARS OR OLDER, PLEASE SIGN HERE.

Signature: _____

Date: _____

Print Name of Participant: _____

IF THE PARTICIPANT IS LESS THAN 18 YEARS OLD (A "MINOR PARTICIPANT"), THEN A PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT MUST SIGN BELOW, WHICH SIGNATURE SHALL CERTIFY THAT SUCH PARENT OR LEGAL GUARDIAN (I) CONFIRMS THAT ALL STATEMENTS MADE ABOVE WITH RESPECT TO SUCH MINOR PARTICIPANT ARE TRUE AND ACCURATE AND (II) MAKES THE SAME CONSENTS, WAIVERS, RELEASES AND OTHER STATEMENTS ON BEHALF OF ITSELF AND ITS MINOR PARTICIPANT, AS ARE SET FORTH ABOVE.

Parent Signature: _____

Date: _____

Print Parent Name: _____