

COMPETITOR ASSUMPTION OF RISK, RELEASE AND LIABILITY WAIVER

This Event may involve serious risk of injury. I understand that by signing this form, I am giving up the right to sue if I am injured while participating in this Event. Parents/Guardians of minors under 18 must sign this Release and the attached Parental Consent.

As lawful consideration for being permitted by Throwing Star Collective, Inc. and/or any of its affiliated entities (collectively, "**Throwing Star**") to participate in and/or attend ("**Participate**") the BLAUVELT'S BANKS to be held on **FEBRUARY 1, 2020** at **BOLTON VALLEY RESORT, VT** (together with all related activities, the "**Event**"), I agree to this Competitor Assumption of Risk, Release and Liability Waiver ("**Release**") and to the following:

- 1. I Understand And Assume All Risk Involved In Participating In The Event.** I, _____, am _____ years old and have knowledge of what the Event involves. I understand that the Event and related activities may be physically and mentally intense. I understand and accept that Participating in the Event may involve dangerous activities, the danger of encountering known and unknown risks, and significant risk of **SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and/or DEATH** ("**Injuries**"). It is further understood that training for competition, and/or competing are more **HAZARDOUS** than recreational snowboarding and skiing. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow, visibility and terrain conditions. I represent that I am physically fit, in good health, and have no physical or mental problems that might prevent me from safely participating in the Event, and I am sufficiently trained and experienced enough to understand the risks involved in the Event. I accept and assume full responsibility for all risks associated with the Event, from any cause including, without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks. I understand that these risks may be caused by Throwing Star, other participants, myself, spectators or other third persons.
- 2. I Understand Throwing Star Can Disqualify And/Or Restrict My Participation.** I agree to at all times maintain my behavior in accordance with all applicable laws and generally accepted social practices. I agree that Throwing Star has the right, in its sole discretion, to at any time disqualify, remove me from or restrict my participation in the Event or any related activities or decline to award me any prize or other benefit: (i) if my behavior is at any point disruptive, may or does cause damage to person, property or the reputation of Throwing Star, or violates any applicable laws or policies; (ii) if based on my past behavior, Throwing Star determines that I may be disruptive or cause damage to person, property or the reputation of Throwing Star; or (iii) for any lawful reason.
- 3. Liability Waiver, Release And Promise Not To Sue.** I, (and, if applicable, my Parent as defined in the attached Parental Consent Form) on behalf of myself and each of my successors, heirs and assigns, unconditionally and **irrevocably waive liability, release, promise never to sue, forever discharge and relinquish any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys' fees and costs** (collectively, "**Claims**"), that I may incur or have against Throwing Star and its parent and/or affiliates, Bolton Valley Resort and its parent and/or affiliates, Event production companies, landowners/lessors of the Event locations, hosts, sponsors, advertisers and each of their respective owners, officers, shareholders, directors, employees and agents ("**Released Parties**"), arising from or related to my Participation in the Event, eligibility, receipt and/or use of any prizes, travel, awards or other benefits related to the Event, including, without limitation, any Claims arising from or related to: (i) the actions or omissions of any of the Released Parties, other participants, spectators or other third parties; (ii) the inadequacy of any training or supervision; (iii) failure to investigate, keep safe or to warn of hazards known or unknown; (iv) any defect in or failure of the operation, installation, manufacture, and/or design of any equipment, stage sets, or wardrobe; (v) the conditions on or about the Event premises; (vi) the breach of any implied or express warranty and/or representation of any of the Released Parties; (vii) transportation; (viii) weather conditions; and/or (ix) any other operations associated with the Event, and, with respect to each of the foregoing, whether based on tort (**including, without limitation, acts of negligence and gross negligence**), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected (all of the foregoing shall be collectively referred to as the "**Released Claims**").
- 4. Waiver of Unknown Claims.** I expressly waive whatever benefits I may have and any equivalent applicable law of the State in which this document is signed which provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR."
- 5. Indemnity.** On behalf of myself and each of my successors, heirs, and assigns, I (and, if applicable, my Parent) agree to defend, indemnify, and hold harmless each of the Released Parties from and against any and all Released Claims, and any and all third parties' Claims, arising from or in connection with: (a) any breach or alleged breach of this Release; (b) my Participation in the Event, including, without limitation: (i) any Injuries to me; (ii) any Injuries to third parties directly or indirectly arising from my Participation in the Event; and (iii) and any other loss or damage that I may directly or indirectly cause to any real or personal property.
- 6. Consent To Medical Care.** I (and, if applicable, my Parent) authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my expense if medical attention is needed. I (and, if applicable, my Parent) also authorize any physician or other medical provider or facility to provide any emergency medical/surgical care. I (and, if applicable, my Parent) acknowledge and agree that none of the Released Parties are under any legal obligation to render assistance to me.

7. **Throwing Star Owns The Exclusive Right To Use My Name And Likeness From This Event.** I irrevocably grant to Throwing Star Collective Inc., its parent, its affiliates, and each of their licensees, successors and assigns, and each of the authorized photographers acting on their behalf without additional compensation, the unrestricted right to videotape, film, portray and photograph me and my actions and record my voice and other sound effects while I am present at the Event. I irrevocably grant to Throwing Star the right to use my name, image, likeness, voice and biography for any purpose and in any manner, including, without limitation, in connection with the distribution, advertising, promotion, commercial tie-in or other ancillary exploitation of the Event, and any programming related thereto, in whole or in part, in all media and by all means now known or hereafter devised and in all languages, throughout the universe in perpetuity. My Participation in the Event along with any pictures, video footage or other recordings I may capture while participating in practice for or competition during the Event, including, without limitation, any footage captured with a "POV" camera regardless of its origin (collectively, the "**Proceeds**,"), will be deemed a "work-made-for-hire" specially commissioned by Throwing Star within the meaning of all applicable laws and, accordingly, Throwing Star will be the sole and exclusive owner thereof for all purposes. To the extent necessary to vest all of the rights in the Proceeds in Throwing Star, I hereby irrevocably assign to Throwing Star all of my right, title and interest of every kind or nature which I may have or hereafter acquire in the Proceeds.

8. **Performance Data.** By Participating in this Event, I agree that Throwing Star may collect data about me and my performance, including my age, gender, height, weight, speed, heart rates, airtime, G-forces, positioning data and other demographic and/or physiological data ("Performance Data"), and that Throwing Star may store, process, use, analyze and share such Performance Data.

9. **Miscellaneous.** This Release, including the Parental Consent, Assumption of Risk, Release Liability Waiver and Guarantee ("**Parental Consent**") attached hereto, shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to the principles of conflicts or choice of laws. This Release, including the Parental Consent attached hereto, will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release, including the Parental Consent attached hereto, be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

I acknowledge and understand that this Release is an important legal document, and by signing this document I am waiving substantial legal rights I may otherwise have to recover damages for Injuries or losses, and sign it voluntarily and without inducement of any nature and intend for it to be enforced to the greatest extent allowed by law. If I am less than 18 years of age, I have had the Parental Consent executed by my parent or legal guardian (attached hereto as Exhibit A).

Executed this _____ day of _____, 20____.

Signature of Participant: _____

Name of Participant (please print): _____

Home Address: _____

Emergency Contact Name/Telephone Numbers: _____

Signature of Parent/Guardian: _____

Name of Parent/Guardian (please print): _____

Exhibit A

**PARENTAL CONSENT, ASSUMPTION OF RISK, RELEASE, LIABILITY WAIVER
AND GUARANTEE**

I hereby certify that I am the parent or legal Parent ("**Parent**") of _____, a minor who is _____ years old ("**Minor**"). In consideration of Minor being permitted to Participate in the Throwing Star Event, and for me to be a spectator at all Event at which Minor Participates, I, the undersigned on behalf of Minor, myself and my spouse or domestic partner, my heirs, executors, administrators, and assigns and legal representatives, agree to the Parental Consent, Assumption of Risk, Release, Liability Waiver and Guarantee ("**Parental Consent**") as follows:

1. **Consent And Assumption Of Risk.** I understand and accept that Minor's Participating in the Event may involve dangerous activities and may involve the danger of encountering known and unknown risks, including the significant risk of **SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and DEATH** (collectively, "**Injuries**"). I hereby consent to Minor's Participation in the Event and I hereby, assume, on behalf of Minor, myself and my spouse or domestic partner, full responsibility for all these risks from any cause, including without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure supervise and failure to warn of potential risks.
2. **Agreement On Behalf Of Minor To Terms Of Release, and Guarantee of Performance.** I agree on behalf of Minor to all the terms, conditions, obligations and covenants of the Release. I hereby unconditionally and irrevocably give my unconditional and express consent and approval to the execution by Minor of the Release and acknowledges that Minor and Parent have read, understood and are familiar with each and all of the terms, conditions, obligations and covenants contained in the Release. In addition, I will use my best efforts to cause Minor to adhere to the terms of the Release and guarantee that: (a) Minor will perform all of his or her obligations in accordance with the Release; and (b) neither Parent nor Minor will disaffirm or disavow the Release on the grounds that Minor is a minor or on any other grounds.
3. **Agreement That Terms Of The Release Apply To Me.** I agree on behalf of myself and my spouse or domestic partner, that all of the terms, conditions, obligations and covenants of Minor under the Release apply to me and my spouse or domestic partner, even if we have not signed the Release.
4. **Additional Release.** In addition to the Claims released in Section 3 of the Release, I, on behalf of myself and my spouse or domestic partner, release all Claims which we may have for emotional distress, loss of companionship, or loss of consortium in the Event Minor suffers an Injury.
5. **Indemnity.** On behalf of Parent and each of the respective successors, heirs, and assigns of Parent and Minor, I unconditionally and irrevocably agrees to defend (at Throwing Star's request), indemnify and hold harmless each of the Released Parties from and against any and all Claims, including, without limitation, any Claims claimed by any successors, heirs, or assigns of Parent or Minor, arising from or in connection with: (a) the breach or disaffirmation of this Release or any portion thereof by Minor or Parent for any reason; (b) the enforcement of this Release against Minor or Parent; and/or (c) Minor's Participation in the Event, to the fullest extent permitted by law in every instance even if any of the foregoing arise from the negligence of Throwing Star.
6. **Parent's Joint Liability.** If more than one person executes this Parental Consent, the word "Parent" whenever and wherever used herein shall be deemed to refer to each such person individually and all such persons jointly, it being understood and agreed that all such persons assume and shall be jointly and severally liable for all agreements, covenants, representations, warranties, and obligations hereunder, and the breach or failure of any agreement, covenant, representation, warranty, or obligation contained herein shall be deemed a breach by each and all of such persons.
7. **Severability.** This Release, including the Parental Consent attached hereto, will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release, including the Parental Consent attached hereto, be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

I fully understand that by signing this Parental Consent, I give up substantial legal rights I and/or Minor may otherwise have to recover damages for Injuries or losses, and sign it voluntarily and without inducement of any nature and intend for it to be enforced to the greatest extent allowed by law.

Executed this _____ day of _____, 20____.

Signature of Parent/Guardian: _____

Name of Parent/Guardian (please print): _____

Driver's License Number of Parent/Guardian: _____ Issuing State of Driver's License for Parent/Guardian: _____

Signature of Parent/Guardian: _____

Name of Parent/Guardian (please print): _____

Driver's License Number of Parent/Guardian: _____ Issuing State of Driver's License for Parent/Guardian: _____