

2008 Kansas State Action Sports Championship Waiver and Release

ALL COMPETITORS MUST EXECUTE THE FOLLOWING WAIVER AND RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE.

In consideration of my/my/ represented minor's opportunity to participate in the 2008 KANSAS STATE ACTION SPORTS CHAMPIONSHIP (KSASC) and acknowledging that participation in the KSASC involves risk and the possibility of injury, I, individually and, if appropriate, on behalf of my represented minor, hereby release and forever discharge and agree to save and hold harmless the City of Topeka, Pepsi and Midwest Skate and their owners, affiliates, agents directors, distributors, employees, officers parents and subsidiaries, as well as all advertiser, sponsors, leasees, lessors of equipment and facilities, owners of equipment and facilities, other participants and volunteers involved in the KSASC (collectively "Covered Persons"), of and from any and all injuries including, without limitation, death, disability or dismemberment, illness, losses, damages, claims, costs, or omission on the part of the Covered Persons, or any of them, and which arise as a result of, or in connection with the KSASC.

I further understand the importance and the need to wear a bicycle helmet and protective gear during practice and during any contest that the City of Topeka are affiliated with from January 1, 2008 through December 31, 2008. I understand that it is for my/my represented minor's protection that I/my represented minor must wear a bicycle helmet and protective gear.

Name and Likeness Release

As a condition of my being permitted to compete in the KSASC and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant permission to the City of Topeka to film, photograph or otherwise record and utilize my/my represented minor's appearance, name, voice, likeness, performance and statements in connection with the KSASC in any and all manner and media, including but not limited number of times through-out the world in perpetuity. I hereby waive any rights that I may have to inspect or approve any use to which it is applied. I hereby warrant that I have the right to make this release and they my granting this release and the rights conveyed thereby will not infringe the rights of any third party. I hereby assign all right title and interest I may have in any and all of my/ my represented minor's appearance, name, voice, likeness, performance or statements have been captured in connection with the above to Distributors, along with full rights of assignability.

Physical Condition

I/my represented minor am/is physically fit to participate in the event(s) in which I/my represented minor have chosen to participate, and have not been advised otherwise by a medical practitioner.

Equipment and Facilities Inspection

I agree that before I participate in any event, I/ or my represented minor will inspect the related facilities and equipment. I will immediately advise the supervisor of the event of any unsafe condition that I observe. I will refuse to participate in the event until all unsafe conditions observed by me have been remedied.

Assumption of Risk

I understand that I/my represented minor and each participant in the KSASC, will be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment and death, and that also involves the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other participants in, and the sponsors, organizers and volunteers of the KSASC) or my represented minor and from the rules of play, the challenges of the event and the conditions of any facilities or equipment used. I also understand that there may be risks involved which are not known to me or the City of Topeka, the Distributors, the sponsors and the volunteers of the KSASC, and may not be foreseen or reasonably foreseeable by any of us at the time of the activities in which I may participate.

I assume all of the forgoing risks including, without limitation, the risk of any negligence by other participants and Covered Persons of the KSASC, and accept personal responsibility for any injury (including but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I/my represented minor, or my property may suffer arising out of or in connection with the KSASC or my participation therein or attendance thereat.

LIABILITY RELEASE AND INDEMNITY AGREEMENT

I hereby release and forever discharge for myself and for any represented minor, and agree to save and hold harmless the Covered Persons and the participants in the KSASC (each such entity or individual being referred to as "Released Party") of and from any and all injuries (including personal injury, disability, dismemberment and death), illness, losses, damages, claims, liabilities or expenses of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that are caused or alleged to be caused in whole or in part by the action, negligence, or failure to act of any Released Party and that arise out of or in connection with the KSASC or my participation therein or attendance there at, or that arise out of the Name and Likeness Release section above including those based upon "moral rights," defamation, invasion of privacy, right of publicity, copyright or any other personal, property and/or intellectual property rights.

Medical Treatment

In connection with and injury I/my represented minor may sustain or illness or other medical conditions that I may experience during my participation in or attendance at the KSASC, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by attending medical personnel if I or my represented minor am/is not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able to immediately available to do so.

I HAVE READ AND HAVE UNDERSTOOD THIS RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS, I HAVE VOLUNTARILY SIGNED THIS RELEASE.

SIGNATURE _____ PRINT _____ DATE _____

MINOR'S SIGNATURE _____ Age _____ (please print name) _____