

PLEASE SIGN WAIVER BELOW

ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT AND PHOTO RELEASE

WHEREAS, the undersigned ("USER") has requested the permission of JD FIELDHOUSE LLC, SHELBY FAMILY ENTERTAINMENT L.L.C., and each of their successors and assigns, Joe Dumars and Investors Limited (collectively the "Operators") to use the facilities located at 45300 Mound Road, Shelby Township, Michigan, 45376 Mound Road, Shelby Township, Michigan and/or 43655 Utica Road, Sterling Heights, Michigan (the "Overall Facilities") for roller hockey, basketball and/or volleyball as well as other sports activities, the viewing of sports activities and other entertainment related activities (collectively the "Activities"); and

WHEREAS, the Operators have approved such use, subject to the terms and conditions provided herein.

NOW THEREFORE, for and in consideration of the foregoing and the mutual conditions, covenants and agreement contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- The Operators Qualified Permission.** Operators, relying on the execution by USER (as such term is defined in Section 7 below) of this Agreement, hereby grants permission to USER to use the Overall Facilities for the Activities, subject to all of the terms and conditions provided herein.
- Assumption of Risk.** USER ACKNOWLEDGES THAT (A) USER IS USING THE OVERALL FACILITIES AT THEIR OWN RISK WHETHER OR NOT AN ATTENDANT IS PRESENT, (b) THE ACTIVITIES TO BE ENGAGED IN BY USER MAY BE DANGEROUS AND MAY INVOLVE THE RISK OF SERIOUS INJURY, DEATH AND/OR PROPERTY DAMAGE AND (c) USER ASSUMES FULL RESPONSIBILITY FOR ANY INJURIES, DAMAGES OR LOSSES WHICH MAY OCCUR TO OR BE OCCASIONED BY USER IN OR ABOUT THE OVERALL FACILITIES.
- Compliance with Rules and Regulations.** USER shall use the Overall Facilities at USER's risk and in compliance with all rules and regulations relating to each and every portion of the Overall Facilities promulgated by the Operators, its partners and/or agents from time to time.
- Release.** USER and its heirs and family members (the "Releasing Parties") covenant not to sue and hereby release, remise and forever discharge Operators and its past, present or future officers, directors, agents, employees, partners and representatives (the "Released Parties") from and against all actions, causes of action, suits, damages, judgments, claims, counterclaims, demands, liabilities and obligations whatsoever, known or unknown, direct or indirect, liquidated or contingent, at law or in equity, which the Releasing Parties or any of them now have, ever had or hereafter can, shall or may have against the Released Parties for or by reason of any matter, cause or thing whatsoever occurring, arising out of, related to or in connection with the Overall Facilities, whether or not arising out of future events.
- Indemnification.** The Releasing Parties shall at all times be responsible for and protect, indemnify, defend and save harmless the Released Parties from and against any and all loss, cost, damage or expense arising out of or from, relating to, in connection with or occasioned by (a) the use or intended use of any portion of the Overall Facilities by USER, (b) any accident or other occurrence causing injury to the person or property of USER relating to such use or intended use or (c) any claim, counterclaim, cause of action, demand or suit by or on behalf of a minor child USER not a signatory to this Agreement brought against the Released Parties relating to the Overall Facilities.
- Continued Use of the Overall Facilities.** User acknowledges that the terms and conditions of this Agreement shall relate to the first time USER uses any portion of the Overall Facilities and all USER's future use of any portion of the Overall Facilities, whether such future use arises out of an agreement between (i) the Operators and USER, (ii) the Operators and any third party using the Facilities, or (iii) no further agreement at all, it being the intention of the Operators that this Agreement shall be a continuing assumption of risk, waiver and indemnification for each and every time USER uses any portion of the Overall Facilities.
- Defined Terms.** The term "USER" shall mean the undersigned and those individuals listed below for whom the undersigned is a legal guardian. By listing said minor children below, the undersigned does hereby represent that he/she is in fact a legal guardian of the children so listed and agrees to indemnify, defend and hold the Release Parties harmless from and against any and all causes of action arising out of or in any way connected with any defect in User's capacity to act as legal guardian. Further, USER acknowledges and agrees that all of the limitations on liability and other terms contained in this Agreement themselves.
- Term.** This Agreement shall be in full force and effect during such time as the Operators has not revoked user's permission to use the Overall Facilities. User's obligations under Sections 2, 4, 5 and 6 above shall survive the termination or expiration of this Agreement.
- Photo Release.** USER acknowledges that during the course of using the Overall Facilities, his/her photograph may be taken by the Operators or an agent or representative of the Operators. USER hereby grants the Operators permission to use any such photograph taken of USER for use in materials promoting the Operators. Such use may include publication in the Operators newspaper, banquet brochure, restaurant brochure, general advertising and other vehicles that may be distributed to or otherwise seen by large numbers of individuals and potential patrons of the Operators.



ACCEPTED AND AGREED:

User: _____
(Parent or Adult participant signature)

Name of Minor Child and Relation to User

Name of 2nd Minor Child and Relation to User

Date: _____