

RELEASE OF LIABILITY

I, _____, will participate in _____ (“Event”). If I am a minor, I will have my parent sign this Consent and return such Consent to IGNITE. In consideration of the benefits that I will receive as a participant in the Event (the receipt and sufficiency of which is hereby acknowledged), I agree as follows:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by IGNITE, or the employees, representatives or agents of IGNITE.

2. ASSUMPTION OF RISKS. I accept and assume any and all risks, hazards and dangers arising out of my participation in the Event and/or related activities regardless of whether they are detailed in this Agreement and I acknowledge that, to the maximum extent permitted by law, the waivers, releases and indemnities in this Agreement and any other agreement that I have executed or may execute in connection with the Event, apply to all such risks, hazards and dangers.

3. RELEASE.

- A) Parties. I agree on behalf of myself, and my heirs, next of kin, spouse, guardians, legal representatives, employees, executors, administrators, agents, successors and assigns (collectively, the “Releasing Parties”), that I and the other Releasing Parties do hereby unconditionally and irrevocably release and forever discharge each of the other participants in the Event, IGNITE, and their respective affiliates, licensees, successors and assigns, and the officers, director, employees, contractors, partners, shareholders, representatives, members and agents of all of the forgoing (collectively, the “Released Parties”) from and against any and all claims, demands, liens, agreements, contracts, actions, suits, costs, attorneys’ fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively, the “Released Claims”) in any way directly or indirectly related to or arising directly or indirectly out of the Event, including without limitation: (i) my decision to participate as well as my actual participation and appearance in or removal from the Event or activities associated with the production, promotion and exploitation of the Event, including without limitation claims for any physical or mental injury, illness, damage, lost opportunity, loss or harm to me or my property, or my death, and any and all claims, demands, damages, costs, expenses and causes of action that I and the other Releasing Parties may now have or may hereafter have or suffer due to or in any way arising out of any act or omission of any Released Party; and/or (ii)

my own actions, decisions and statements and/or the actions, decisions and statements of other participants; and/or (iii) any loss or damage to property and/or equipment; and/or (iv) the actions of any unrelated third parties invited by me; and/or (v) the production, promotion, advertising, exploitation or other use of the Event, by IGNITE or based upon failure or omission to make use thereof. The Released Claims shall include, but not be limited to, those based on negligence of any of the Released Parties or any of the other participants in the Event, products liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, libel, slander, defamation, invasion of privacy, right of publicity or personality, misappropriation, intentional infliction of emotional distress, negligent infliction of emotional distress and infringement of copyright. I and the other Releasing Parties hereby unconditionally and irrevocably agree that neither I nor the other Releasing Parties will sue or make any claim against any of the participants in the Event or the Released Parties with respect to the Released Claims.

- B) Unknown Facts. I, on behalf of myself and the other Releasing Parties acknowledge that there is a possibility that subsequent to the execution of this Agreement, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this agreement was executed, and which if known by me or them at that time may have materially affected my or their decision to execute this Agreement. I and the other Releasing Parties acknowledge and agree that by reason of this Agreement, and the release contained in the preceding subsections, I, on behalf of myself and the other Releasing Parties, am assuming any risk of such unknown facts and such unknown and unsuspected claims.

3. INDEMNIFICATION. I agree to indemnify and defend IGNITE against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of IGNITE.

4. FEES. I agree to pay for all damages caused by any negligent, reckless, or willful actions by me or my family.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that IGNITE has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product

of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. EMERGENCY CONTACT. In case of an emergency, please call Elizabeth Castanon, IGNITE Operations Manager, at 510-365-1575.

FOR THOSE WITH MINORS:

If only one chaperone, parent or guardian signs these forms on behalf of a minor participant, then the undersigned chaperone, parent or guardian of the minor Participant hereby covenants, warrants, represents and agrees that they are executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the minor participant, that he/she is fully authorized to do so, and that by executing such Release form, the undersigned is binding themselves, the Participant and any other parent or guardian of the Participant, and all of their heirs, next of kin, assigns and legal representatives to the terms of such Release. All information obtained, including name, address and telephone numbers, etc., shall be kept strictly confidential by IGNITE. By signing below, I express my understanding and intent to enter into this Release Agreement willingly and voluntarily.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

(If Under 18):

PARTICIPANT NAME (PRINTED)

PARENT/GUARDIAN NAME

PARTICIPANT SIGNATURE

PARENT/GUARDIAN SIGNATURE

DATE

DATE