

THIS FORM MUST BE NOTARIZED, ID REQUIRED

BUDGIE INC.

Express Assumption of Risk Associated with Skatepark Use and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Skatepark use, Skateboarding, BMX and Inline Skating, Scooters, transportation of equipment related to the activities, and travelling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR A HELMET AT ALL TIMES. However, a helmet cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Loss of balance, coordination, difficulty or inability to control speed and direction, rapid or uncontrolled acceleration on hills and inclines.
5. Variation and/or steepness of terrain, variation or changing in riding surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
6. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision-making including misjudging terrain, weather, riding surfaces or other obstacles.
7. Exposure to the elements and temperature extremes may result if frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
8. Dangers associated with exposure to natural elements include but are not limited to inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other skaters, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

***I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named persons or entities, herein referred to as releasees. Budgie Inc. (D.B.A. Chenga-World), Brook Park Station LLC, and Phillips Edison & Company
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

RULES OF CHENGA-WORLD; Brook Park, OHIO

1. No children under the age of eight are allowed to participate at Chenga-World.
2. Participants must always wear full safety gear including a helmet, kneepads, and elbow pads.
Rollerbladers must also wear wrist guards.
3. Only one rider is permitted on a ramp at any time.
4. Sufficient time must be allowed for a participant to use a ramp and clear out of the way before the next participant starts their "run". In general, a participant should wait at least five to ten seconds.
5. If a rider or skater falls, an indefinite amount of time should be allowed until the ramp and path being taken is clear.
6. Participants must always check all the paths leading to and from a ramp or obstacle before starting their "run". Many ramps can be ridden in more than one direction and from different angles.

- 7. Participants should never sit, stand, or loiter on or near a ramp for this greatly increases the likelihood of a collision.
- 8. Spectators and patrons of the shop should never enter the ramp/obstacle area of the park for any reason.
- 9. No food or drink should ever be brought into the ramp area.
- 10. Skaters and riders should always check the condition of their gear (bikes, skateboards, rollerblades, pads, etc.) to make sure it is in safe working order. BUDGIE INC. is not responsible for the condition of equipment that participants use or any injuries that may result from failure of that equipment.
- 11. The layout and conditions of the course may vary from visit to visit. All participants should thoroughly inspect the course before engaging in any activity.
- 12. All bikes must have a rear hand brake or coaster brake.
- 13. Absolutely no smoking, alcohol, drugs, fighting, loitering, tagging, or vandalism will be tolerated.

****NOTE**** Although the park is monitored by the attendant in the shop and/or a skate guard, it is impossible to monitor the flow, traffic, and behavior of the participants in every area of the park at all times (much like a ski resort). **Ultimate responsibility for the smooth flow of bikes, skateboards, scooters, and rollerblades, and a safe environment, relies on strict adherence to the above rules by participants. Separate areas for bikes, skateboards, scooters, and rollerblades are not provided.** Violation of these rules should immediately be reported to the attendant at the front desk and/or skate guard. Anyone caught violating these rules will be immediately ejected from the park.

ENTIRE AGREEMENT

I understand that this is the entire Agreement between myself and BUDGIE INC., Brook Park Station LLC, Phillips Edison & Company, all its officers, managers, and employees of any of the above listed companies and their respective heirs, successors, and that it cannot be modified in any way by the representations or statements of any employees of BUDGIE INC. or by me. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, IF MY CHILD IS UNDER THE AGE OF EIGHTEEN, I HAVE THOUGHLY EXPLAINED THE RULES TO MY CHILD, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I also agree that this agreement shall be governed by and enforced according to the laws of the State of Ohio and shall be binding upon and injure to the benefits of the parties, their successors, assigns and personal representatives.

This release may be executed in two or more counterparts and each being considered an original.
 IN WITNESS WHEREOF, this Release is given this _____ day of _____, 20____.

SIGNATURE OF PARTICIPANT _____

SIGNATURE OF LEGAL GUARDIAN IF PARTICIPANT UNDER 18 _____

NAME _____ PHONE (____) _____

AGE _____ BIRTH-DATE _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

PARENT NAME _____ EMERGENCY PHONE (____) _____

MEDICAL INSURANCE CO. _____ POLICY # _____

NOTARY SEAL: _____