

ACKNOWLEDGEMENT, WAIVER AND RELEASE

1. I, the undersigned, knowingly, and voluntarily make the following Acknowledgments, Waivers and Releases concerning my participating in Paint the Park Workshop and/or any related activities before, during or after the workshop (collectively or individually the "Event"), to be held at The Park at Melbourne. I agree that in connection with my participation in the Event and/or my acceptance of any prize and/or gift related thereto, if any, on behalf of myself, my executors, my personal representatives, my administrators, my heirs, my next of kin, my successors, my assigns, and any business entities with which I have ownership interest or employment relationship (hereinafter the "Releasing Parties"), I, the undersigned, and for my Releasing Parties, hereby fully release, waive, forever discharge, and covenant not to sue Fuel TV, Inc. ("FUEL TV"), Bright House Networks, The Park at Melbourne, any secondary sponsors of the Event and each such company's affiliates, subsidiaries, parent companies and each of their respective shareholders, predecessors, successors, subsidiaries, parent corporations, assigns, directors, partners, representatives, officers, agents, employees, promoters, sponsors, advertisers, officials, first aid providers, owners of the facilities where the Event is held and all other persons or entities connected with the Event, as well as their respective officers, directors, agents, and employees, (hereinafter the "Releasees"), of and from any and all claims, actions, causes of action, demands, costs, loss of service, expenses or any compensation or relief whatsoever, (hereinafter "claims"), which the Releasing Parties now have or may hereinafter accrue on account of my participation in the Event, my acceptance of any prize and/or gift (if any) related to the Event or by Releasees use of the artwork that I may create as part of the Event or any Materials (as defined herein below), including any and all claims arising from strict liability or the negligence of any of the Releasees while I am participating in the Event or any and all claims for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander).
2. I acknowledge that my participation in the Event and its related activities is my decision, and my decision alone, and is without assumption of responsibility or risk of any kind by any of the Releasees and none of the Releasees makes any warranties of any kind. I represent and warrant that I will fully and unconditionally comply with any rules and regulations set forth by the Releasees for the Event. I acknowledge that any of the Releasees has the right to dismiss me or decline me the opportunity to participate in the Event, or any portion thereof, at any time and for any reason in the Releasees' sole discretion. I further acknowledge and agree that any artwork that I may create during the Event, and any all rights thereto (including, without limitation, copyright) shall become the sole property of Releasees in perpetuity, throughout the universe and that I shall have no further claims with regard to any such artwork.
3. I further represent and warrant that my participation in the Event and the activities that I may choose to engage in as part of the Event may be inherently dangerous and may pose a real and serious risk of personal injury and harm to me and others, including the risk of death, and I hereby waive any and all specific notice of the existence of such conditions and I shall hold the Releasees harmless from and against any claim, demand, liability or judgment, including reasonable attorneys' fees and court costs, resulting from my participation in the Event and any related activities. Further, I hereby acknowledge and affirm that I am physically and mentally fit to participate in such activities and that I have not been advised by any health care practitioner that I am not physically or mentally unfit, or otherwise unable, to safely participate in such activities. I voluntarily assume all risks of loss, damage or injury to myself or personal property from the acceptance and/or use of any prize or gift I may accept in connection with my participation in the Event.
4. I further give the Releasees the irrevocable and perpetual right, but not the obligation, to make and to use, as they may desire, still and motion pictures and recordings of me or my voice during the Event and to use, re-use, edit, publish and republish my name and biographical material about me and photographic portraits, pictures or video of me, or in which I may be included in whole or in part in advertisements and other materials which promote, publicize, advertise, and otherwise exploit the Event, any Releasee and/or their programming or otherwise (collectively, the "Materials") in perpetuity, without my approval as to the content or use of any such Materials. Furthermore, I hereby expressly waive all rights under Section 1542 of the California Civil Code and any similar law of any other state or territory of the United States of America. Such section reads: "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 the debtor."
5. I hereby acknowledge and expressly agree that this Acknowledgment, Waiver, and Release is intended to be as broad and inclusive as permitted by applicable law, and that if any portion hereof is deemed invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. If any disputes arise which are related in any way to this document, then jurisdiction shall be in Los Angeles County, California.
6. **I acknowledge that I am over the age of eighteen (18) years or, if participant is under the age of eighteen (18) years that I am the parent or legal guardian of such minor participant and am signing below on behalf of such minor participant and such minor participant will be bound by all releases, consents and covenants contained in this Acknowledgment, Waiver and Release.** I further acknowledge that I have read this Acknowledgment, Waiver, and Release in its entirety, that I fully understand it, and I have resolved all questions concerning its content to my satisfaction.

ACCEPTED AND AGREED:

Signature: _____

Date:

Printed Name: _____

E-mail Address: _____ Phone number: _____

Address: _____

Age: _____

• IF SIGNED BY PARENT OR LEGAL GUARDIAN ON BEHALF OF A MINOR, MINOR'S NAME MUST BE PRINTED BELOW:

Minor's Name (Printed): _____