

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND
PARENTAL CONSENT AGREEMENT
(THE "AGREEMENT")

In consideration of being permitted to participate in any way in the following activities: June 21, 2011 Charlotte Go Skate Day activities, Game of Skate, Skateboarding and all other event activities as hosted in partnership with Black Sheep, Energy Brands d/b/a glaceau (**vitaminwater**®) and South End Fieldhouse, including any activities, which are not listed, but that I shall nevertheless involve myself in at 1327 S. Mint St, Charlotte, NC 28203 (the "Premises") (the "Activities"), I, the undersigned, for myself and for all my personal representatives, agents, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I fully understand the full nature and consequence of participating in the Activities. I am qualified, in the requisite good health and in the proper physical condition to participate in the Activities. I further agree and warrant that if at any time I believe the conditions of the Activities to be unsafe I will immediately discontinue any further participation in the Activities.

2. Fully understand that the Activities: (a) INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS AND DEATH (the "Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, the conditions or set up of the Premises or thru the NEGLIGENCE of South End Field House, LLC or any of the Releasees (as defined below); (c) there may be other risks or social and economic losses either known, not known or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ALL LOSSES, COST AND DAMAGES that I incur as a result of my participation or the participation of a minor under my control in the Activities.

3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE SOUTH END FIELD HOUSE, LLC ("SEFH") its respective, administrators, owners, directors, managers, members, agents, officers, employees, volunteers, agents, successors and assigns, any other participants, any sponsors or advertisers, and the owner of the Premises where the Activities take place (all of the forgoing shall be referred to as the "Releasees") from ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT WHETHER TO MY PERSON OR PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE RELATED TO THE ACTIVITIES OR THE PREMISES, INCLUDING NEGLIGENT RESCUE OPERATIONS, WHICH I ACKNOWLEDGE MAY COMPOUND OR INCREASE. I FURTHER AGREE THAT IF DESPITE THIS AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES and their insurance carriers from any litigation expenses, fees including court and attorney, loss, liability, damage, or cost which Releasees may incur as a result of such claim.

I HAVE READ THIS ENTIRE AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP AND WAIVED SUBSTANTIAL RIGHTS THROUGH MY SIGNATURE AND HAVE SIGNED THIS AGREEMENT VOLUNTARILY AND FREELY WITHOUT INDUCEMENT, DURESS OR ANY ASSURANCES OF ANY NATURE. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE REMAINDER OF THE AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT, NOTWITHSTANDING ANY INVALID PORTION OF THIS AGREEMENT.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA; ANY DISPUTES ARISING OUT OF THIS AGREEMENT SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS OF MECKLENBURG COUNTY NORTH CAROLINA.

No further representations, statements, warranties or inducements, whether written or orally have been made apart from the forgoing written Agreement.

MINOR RELEASE

I AM THE PARENT AND/OR LEGAL GUARDIAN. I UNDERSTAND AND AGREE WITH THE TERMS OF THE ABOVE AGREEMENT, WHICH SHALL BE INCORPORATED HEREIN, WHERE APPLICABLE. I UNDERSTAND THE NATURE OF THE ACTIVITIES AND UNDERSTAND THE MINOR'S EXPERIENCE AND CAPABILITIES. I BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE ACTIVITIES, I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL CLAIMS, DEMANDS, LOSSES AND/OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR ANY OTHER CAUSE, INCLUDING NEGLIGENT RESCUE OPERATIONS. I FURTHER AGREE THAT IF, DESPITE THIS AGREEMENT I, THE MINOR OR ANYONE ON THE MINOR'S BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, FEES, INCLUDING COURT OR ATTORNEY, LOSS, LIABILITY, DAMAGE, OR COST WHICH RELEASEES MAY INCUR AS A RESULT OF SUCH CLAIM.

MINOR(S) Name (printed): _____

Address:

Phone: _____ Email: _____

Signature: _____ Date: _____