

Wavier and Release

In consideration of being admitted to The End Zone and being permitted to play QB Ball at The End Zone and/or to participate in QB Ball activities at events held by the Detroit Bowling Company doing business as The End Zone (hereinafter "The End Zone") off premises (each a "QB Ball Activity" which shall include my use of The End Zone's equipment and/or facilities), I agree as follows:

Acknowledgement; Release; Acceptance of All Risks. I acknowledge, expressly agree and understand:

-QB Ball Activities involve inherent, unknown and unanticipated risks, any and/or all of which could result in physical or emotional injury, disability, death and/or property damage;

-The risks of QB Ball Activities are open and obvious to me.

-I accept and assume the entire risk attendant to the QB Ball Activities.

-I release and discharge The End Zone, its agents, employees, successors, affiliates, owners, shareholders, managers, subcontractors, and assignees (hereinafter "End Zone Parties") from any and all loss, costs, liability, damages, claims and/ or causes of action arising from and/or relating to my admission to The End Zone, and/or my participation in any QB Ball Activity and/or my use of The End Zone equipment and facilities whether at the End Zone or offsite, **except for intentional/gross negligence and/or criminal acts committed by The End Zone parties.**

-I covenant not to sue The End Zone Parties on account of any such loss, costs, damages, liability, claim(s) and/or causes of action pursuant to this Wavier and Release.

Indemnification and Hold Harmless. I hereby knowingly and voluntarily agree to indemnify and hold harmless The End Zone Parties from any and all claims, demands, or causes of action, including attorneys' fees and expenses, that arise from and/or are in any way related to and/or connected with:

-my participation in any QB Ball Activity and/or use for The End Zone equipment and/or facilities;

-any claim by a third party for personal injury, damage, loss or theft or property based or cause upon my participation in any QB Ball Activity and/or use of The end Zone equipment and/or facilities.

Rules. I will abide by all written and/or posted rules for QB Ball at The End Zone;

the requirements of applicable law; and any further directions, instructions and decisions of The End Zone Parties relating to the manner of my participation in all QB Ball Activities.

Photography. I grant the End Zone parties the right to photograph and record me at The End Zone and QB Ball Events, and permit the unrestricted use of such photographs and recordings without compensation to me for such use.

Minors. If the participant is a minor, I, the minor's guarantor, am the parent and/or legal guardian of the minor and on behalf of such minor, hereby knowingly and voluntarily agree to indemnify and hold harmless The End Zone Parties from any and all claims, demands, or cause of action, including attorneys' fee and expenses, that arise from and/or are in any way related to and/or connected with the minor's participation in any QB Ball Activity and/or use of The End Zone equipment or facility. I further acknowledge and agree that I have explained the inherent risks to the minor.

General. I acknowledge and agree:

-If any of The End Zone's parties shall be found liable to me for any reason whatsoever -- notwithstanding the Release set forth above -- for any loss, costs, or damages I may suffer, the total liability of The End Zone Parties shall be limited to the amount I paid to participate in The End Zone's activities giving rise to any claim or causes of action for such loss, costs, or damages.

-This Waiver and Release cannot be modified or change in any way by representations or statements of any agent or employee of The End Zone, and may only be modified by the President of The End Zone;

-This Waiver and Release shall be valid, binding and in full force and effect for all my future participation in QB Ball Activities.

READ THIS DOCUMENT CAREFULLY HAS IT HAS LEGAL CONSEQUENCES

I have read and understand this Waiver and Release; I understand I am giving up substantial rights, including my right to sue. I am signing this Waiver and Release freely and voluntarily with the intent to be bound by its terms, and not under any physical or emotional disability or diminished mental capacity.