



MARKETING MANAGEMENT INC.
D.B.A. 18 NORTH CENTRAL
ACKNOWLEDGEMENT AND RELEASE

For and in consideration of the admission price and the permission to use the 18 NORTH CENTRAL Facilities you, the participant, hereby agree to and acknowledge the following:

That you, the participant, are only authorized to use the 18 NORTH CENTRAL premises and facilities upon the proper execution of this document.

That this document is a material part of the consideration and agreement between you, the participant and 18 NORTH CENTRAL for the admission to and use of its premises and facilities.

That you, THE RELEASOR, have read this entire document and completely understand its contents. You also acknowledge that any questions about the content of this document or use of the premises and facilities have been answered by a representative of 18 NORTH CENTRAL.

That you, THE RELEASOR, accept all responsibility for property damage to 18 NORTH CENTRAL'S premises and facilities caused by your actions. You also understand that the term "18 NORTH CENTRAL'S premises and facilities" includes the building, all fixtures in and around it, the surrounding parking area and the equipment associated with it.

That you, THE RELEASOR, acknowledge that the owners and operators of 18 NORTH CENTRAL'S have employed diligent efforts and care in making the facilities and premises as safe as possible; and that despite the foregoing efforts, you understand that there are, nevertheless, certain inherent risks in using the facilities and premises. Among these risks are possible trips, falls, collisions with other people or objects, etc. You specifically acknowledge the existence of these risks and agree to the use of the premises and facilities with the full understanding of the same.

That you, THE RELEASOR, agree to obey all rules and regulations for the use of these facilities and premises, which are posted throughout the premises, and the directions, if any, given by 18 NORTH CENTRAL'S representatives either before, during or after use of the same.

That you, THE RELEASOR, acknowledge if you are under the age of (18) years, that you have discussed the terms and conditions of this document with your parents, and that your parents, after reading this document, consent to you signing the same and, further, that you have been authorized by your parents to agree to the specific terms and conditions contained herein.

THE RELEASOR ACKNOWLEDGES AND ACCEPTS that the Activity is inherently risky and dangerous, and there is the possibility of personal injury, death, property damage and/or loss resulting therefrom.

THE RELEASOR AGREES AND UNDERSTANDS that in order to participate in the Activity, he/she must agree to be bound by the terms of this Release of Liability, Waiver and Assumption of Risk.

THE RELEASOR AGREES that he/she will be fully responsible for all costs and expenses that may be incurred in providing any special services to him/her, outside of regular services agreed to or provided by the releases in connection with the Activity, and without limiting the generality of the foregoing, agrees to be responsible for, and to pay for any and all costs relating to special travel, medical attention, or other special outlay for him/her personally, and to reimburse the releases for all costs of these services as may be incurred by them for his/her benefit or at his/her request.

THE RELEASOR HEREBY confirms that by executing this agreement, he/she is representing that he/she is of the full age of majority and that he/she has read, and understands, this agreement. The Releasor acknowledges that he/she is not

under the influence of any substances, including illicit drugs, or prescription drugs, which may affect or impair his/her motor skills, judgment, or general ability to think clearly.

IT IS AGREED AND UNDERSTOOD that if the Releasor commences such an action, or takes such proceedings, and the Releasees are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasor will immediately discontinue the proceedings and/or claims, and the Releasor will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding, on a substantial indemnity basis. This Release of Liability, Waiver, and Assumption of Risk shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor with respect to the matters covered by this Release of Liability, Waiver, and Assumption of Risk. This Release of Liability, Waiver, and Assumption of Risk may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defense and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

THE RELEASOR ACKNOWLEDGES that this Release of Liability, Waiver, and Assumption of Risk contains the entire agreement between the parties hereto, that the terms of this Release of Liability, Waiver, and Assumption of Risk are contractual, are not a mere recital, and any breach of these terms may be enforced against the Releasor, and may give rise to a damage claim against the Releasor enforceable by a further legal proceeding. The Releasor further acknowledges that the Releasees have not made any oral, written or visual representations or statements that are not otherwise reflected in this agreement.

THE RELEASOR HEREBY AGREES that this Release of Liability, Waiver, and Assumption of Risk will be governed by the Laws of the State of Missouri and that any dispute arising from this Release of Liability, Waiver, and Assumption of Risk will be adjudicated by the State of Missouri, and the Releasor hereby attorns to the exclusive jurisdiction of this Court for this purpose.

PHOTOGRAPHS, VIDEOS AND RECORDINGS

I hereby grant 18 North Central, its managers, employees, and owners (collectively) non-revocable permission to capture my image and likeness in photographs, videotapes, recordings, or any other media (collectively "images"). I acknowledge that 18 North Central will own such images and further grant 18 North Central permission to copyright, display, publish, distribute, use, modify, print and reprint such images in any manner whatsoever related to 18 North Central business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the image by 18 North Central prior to its use. I forever release and hold 18 North Central harmless from any and all liability arising out of the use of the images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the images, including without limitation, claims for invasion of privacy rights or publicity.

I accept 18 North Central taking pictures or videos of me and publishing on any media source for advertising

DO NOT SIGN THIS ACKNOWLEDGEMENT AND RELEASE UNLESS YOU HAVE READ IT AND UNDERSTAND IT. IF YOU DON'T UNDERSTAND IT, ASK AN 18 NORTH CENTRAL REPRESENTATIVE FOR ASSISTANCE.

Child's name: Date of Birth:

Guardian's Name: Relationship:

Contact phone number: Date: