

TOMATOBLAST, MANEDOWLEVENTS, VOLUNTEERS, PARTICIPANTS, SPECTATOR WAIVER, WAIVER OF COVENANT TO SUE LIABILITY In the capacity of a volunteer, participant, or spectator of Tomato Blast competitions(s), race(s), related events (the "Event") and/or activities , I, _____, the undersigned, agree, acknowledge, understand and appreciate that

1. I understand that I must be at least 14 years of age (on event day) to participate in Tomato Blast 2. I KNOWINGLY AND WITHOUT ANY RESERVATION ASSUME ALL SUCH RISKS, BOTH UNKNOWN AND KNOW, EVEN IF STEMMING OR ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume complete and full responsibility for my participation as a participant, volunteer and/or a spectator in Tomato Blast; 3. I am fully aware of the risks and hazards and understand there is a risk of injury, paralysis, disability, and/or death resulting from hits, falls, contact with other participants or tomatoes that may not be as soft as other tomatoes or the negligent or intentional acts of other participants or any defect or condition of the course or completing the obstacles or from any weather related condition from participating or spectating the activities involved in the Tomato Blast tomato fight and its related events and as a spectator, I understand that there is a potential related risk of injury or death from being in close proximity to the event(s); 4. I agree if I observe any area, obstacle or any part of the course or event that is unusual and/or that may pose a significant hazard during my presence, I will avoid the area that I perceive as hazardous and will bring such area and hazard to the attention of the nearest staff; 5. I acknowledge and agree that I am mentally and psychically able to participate in the event and for myself and on behalf of my heirs, next of kin, assigns, personal representatives perpetually and forever WAIVE, DISCHARGE, RELEASE and COVENANT NOT TO SUE, Tomato Blast, Maned Owl events, Alex Blackshire, and their directors, officers, officials, representatives, agents and/or employees, assigns, and/or subsidiaries as well as their sponsors, independent contractors, sponsoring agencies, volunteers, advertisers and if applicable, lessors and owners of the premises used to host the Event (collectively, the "Releases"), WITH RESPECT TO DEATH, INJURY DISABILITY, and/or damage to property or person WHETHER ARISING FROM THE NEGLIGENCE OF THE Releases OR OTHERWISE. I further agree to indemnify, defend and hold harmless Releases against any and all damages, costs, claims or demand, including reasonable attorneys' fees, made by any third party due to arising from or relating my participation in or association with activities and events sponsored and organized by Tomato Blast and Maned Owl Events or connected with the Events; 6. I agree if I see or notice any area, obstacle or any part of the course or event that is unusual and/or that may pose a significant hazard, I will avoid the area that may be hazardous and will notify such area and hazard to the nearest staff; 7. My participation or attendance at event(s) hosted and sponsored by Tomato Blast & Maned Owl Events as a participant, volunteer or spectator is entirely voluntary; 8. In the event of injury or illness I hereby consent to medical treatment and administration of first aid and release and indemnify Releases from any and all liability or claims arising out of such treatment; 9. Due to weather conditions or any other factors beyond the control of the Releases, the releases reserve the right, in its sole determination, to postpone, cancel, or modify the event. Such as in case of a tomato shortage or problem acquiring tomatoes to use mud or water as a substitute. I further acknowledge under no circumstances are refunds given. 10. I hereby grant permission complimentary and free of charge to the Releases to photograph, record, tape, film or videotape and complimentary or free of charge the activities of the participant listed and named above (referred to in this agreement as "me", "my", "I") as it relates to the Event and subsequently to the telecast and otherwise utilize the same complimentary and free of charge in any and whatsoever manner the Releases chooses to

utilize. The permissions include but are not limited to unlimited right to appropriate use free of charge and complimentary by the Releases of my image, video, likeness, photograph, name, voice, signature, and background information in connection with the Event. I agree and understand the Releases, their directors, agents officer and representatives shall have the unlimited right throughout the universe to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now know or hereinafter devised in perpetuity without compensation. My being allowed to participate or spectator the event in return, I release and agree not to sue the Releases from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns. 11. Applicable law; Consent to Jurisdiction. By completing this event registration, both you and the Releases agree that the statutes and laws of the State of Illinois, regardless of conflict of laws and principles thereof, will apply to all matters relating to this event registration BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER I AGREE I HAVE READ UNDERSTAND AND AGREE TO THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT; I AGREE I AM OF PHYSICAL AND MENTAL FACULTIES TO UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE RELEASED SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT VOLUNTARILY AND FREELY WITHOUT ANY KIND OF FORCE OR PRESSURE AGAINST MY WILL MINORS: IF YOU ARE 14 BUT UNDER THE AGE OF 18 YEARS OLD THIS FORM REQUIRES A SIGNATURE FROM YOUR PARENT OR GUARDIAN Thus, I, the undersigned, ___, referred to as the parent(s) and natural guardian(s) or legal guardian(s) of ___, affirm I have the authority to consent and affirm that he/she (they) is (are), in fact, operating in such stead and agree to HOLD HARMLESS, save and INDEMNIFY each and every and all parties referred within this agreement as the Releases from all damage, loss, cost, liability, or claim of any kind that may be brought against the Releases because of any negligence or defect in or lack of such capacity to so act and release said Releases on behalf of the undersigned. PARENT/GUARDIAN REGISTRATION CONSENT FORM Registration for minors must be completed by a Parent or Legal Guardian. You must be over 18 years of age OR the parent or legal guardian to agree to this form, please fill in the Parent/Guardian Contact Information below. You signing the form below will serve as your consent and indicate you as the person completing the registration were in fact completed by the person listed below.