





Last Name _____ First Name _____

THIS AGREEMENT RELATES TO ALL BEAR CORPORATION SKATEPARKS, STORES, AND FACILITIES LOCATED IN CALIFORNIA (COLLECTIVELY, THE "FULL FACTORY RAMPS").

EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE. INDEMNITY FOR ALL THIRD PARTY CLAIMS

UNDER 18 YEARS (PARENT OR GUARDIAN NOT PRESENT) MUST BE NOTARIZED

We know that skateboarding, in-line skating and bicycle riding are inherently dangerous sports and activities in which we choose to voluntarily participate at our own risk. We are aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "Damages"), necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure and device. We know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards and bicycles, falling, jumping, landing, performing tricks, colliding with other users, staff, media personnel and spectators. We also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. (All of the above defined activities are collectively referred to throughout this Agreement as "the Hazardous Activities.")

By this agreement, it is our intention to relieve "Bear Corporation" (as such term is defined below) of any duty to us and we do assume the entire risk of any of the Damages which might occur during or as a result of my use of or presence at the Bear Corporation Skate Parks ("Full Factory Ramps"). By this agreement, I also intend to release, discharge and absolve Bear Corporation from any and all liability for any active or passive negligence whatsoever by Bear Corporation and to waive and relinquish any claim or cause of action against Bear Corporation for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any negligence of Bear Corporation and promise not to sue or exercise any legal right to seek damages from Bear Corporation.

In consideration of utilizing the Parks, we agree as follows:

1. As to my participation in any activity, including, but not limited to, the Hazardous Activities and as to any and all liability for the Damages which I may suffer or incur due to any cause whatsoever, while in the interior or exterior of the premises of the Parks, we hereby agree:
 - a. To waive any and all claims for Damages that I may have against Bear Corporation, its managers, employees, officers, directors, stockholders, associates, agents, contractors, volunteers, sponsors, vendors or exhibitors or any other person or company in any way associated with it (collectively, "Bear Corporation");
 - b. To release Bear Corporation, from any and all liability for the Damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to, Hazardous Activities while at the Parks; and
 - c. To hold harmless and indemnify Bear Corporation from any and all liability for the Damages to any third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while at the Parks.
2. This waiver and release of liability and indemnification agreement (collectively referred to hereafter as "Waiver and Release") shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability or death.
3. The undersigned hereby grants permission to Bear Corporation, the right to use his or her voice and/or likeness, and photographs taken by Bear Corporation in advertising and promotional materials feature use including radio, television, video tape, newspaper, magazines, programs, print advertisements, web and all other media throughout the world in perpetuity.

***** WE HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE RULES OF SAFETY/CONDUCT GOVERNING MY CONDUCT WHILE USING THE PARKS. WE UNDERSTAND THAT THESE RULES ARE STRICTLY ENFORCED.**

Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement with Bear Corporation shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, except to the extent modified below. The place of arbitration shall be the county or jurisdiction in which the relevant Park is located. The Award of the arbitrator (the "Award") shall be final and binding upon the parties and judgment upon the Award may be entered by any court of competent jurisdiction. The arbitrator shall be required to determine all issues in accordance with substantive law of the state or jurisdiction in which the relevant Park is located. The rules of evidence applicable to proceedings at law in such state or jurisdiction shall be applicable to the arbitration proceeding. Bear Corporation shall pay all costs of the arbitration, except the legal fees of the undersigned.

NOTICE: BY SIGNING THIS RELEASE AGREEMENT, THE UNDERSIGNED IS AGREEING TO HAVE ANY CLAIM DECIDED BY NEUTRAL ARBITRATION AND IS GIVING UP THE RIGHT TO A JURY OR COURT TRIAL.

The undersigned further AGREES that this Agreement is intended to be as broad and inclusive as is permitted by the law of the state or jurisdiction in which the relevant Park is located, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned further certifies that he/she has no medical condition which would cause participation in activities at the Parks to be potentially hazardous to his or her health. In addition, this Agreement shall constitute authorization for the Parks to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate if an injury occurs while at the Parks.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from this Agreement have been made by Bear Corporation or the Parks or anyone else with regard to the subject matter of this Agreement.

My parent or legal guardian and I hereby certify that I am under 18 years old. We have completely read and understand this Agreement and its terms. Prior to signing this Agreement, we have had the opportunity to ask any questions about this Agreement, Bear Corporation and the Parks. We are aware that, by signing this Agreement, we assume all risks and waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns may have against Bear Corporation.

Participant's signature _____ Date _____

Participant's Birth date _____ Participant's Phone (_____) _____

Address _____ City _____ Zip _____

Emergency Contact Name _____ Emergency Contact's Phone (_____) _____

Parent (legal guardian) signature _____ Date _____ Phone(_____) _____