

DATE: _____

**AGREEMENT INCLUDING WAIVER AND RELEASE, ASSUMPTION OF
RISKS & INDEMNIFICATION FOR**

SKATERS EDGE, INC.

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ ALL
OF IT CAREFULLY. NO ADMITTANCE WILL BE GRANTED WITHOUT PROPER
REVIEW, COMPLETION AND EXECUTION OF THIS DOCUMENT.**

HELMETS MUST BE WORN IN ORDER TO PARTICIPATE

PARTICIPANT'S NAME: _____ **(PRINT) AGE:** _____

PARENT'S/LEGAL GUARDIAN'S NAME (Required if under 18 years of age):

PRINT: _____ **SIGNATURE:** _____

I, the above PARTICIPANT (or, if the Participant is younger than 18 years of age,
the PARENT or LEGAL GUARDIAN of the above named PARTICIPANT), agree to the following:

RELEASE, WAIVER AND INDEMNITY

In partial consideration for admission into SKATERS EDGE, INC., viewing privileges and use of the facilities, I, on my own behalf and on behalf of the Participant, hereby agree to release, acquit, discharge, and covenant to hold harmless SKATERS EDGE, INC. and KC PROPERTIES, INC, the owners of SKATERS EDGE, INC., and any retailer renting or selling equipment at SKATERS EDGE, INC., and each of their shareholders or owners, agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf (the "covered parties"), from any and all claims, actions, damages, liability, costs or expenses and attorneys' fees which are related to, arise out of, or are in any way connected to my participation or use or the Participant's participation or use of SKATERS EDGE, INC. facilities (either in the interior or the exterior), use of equipment or property supplied by SKATERS EDGE, INC., including protective gear, which may be rented, or my presence or the Participant's presence at SKATERS EDGE, INC., whether or not such claims, actions, damages, liability, costs or expenses are caused by negligence or omissions of SKATERS EDGE, INC. or any other covered parties. I understand that the covered parties are not responsible for any personal property that is lost, stolen or damaged at SKATERS EDGE, INC. In the event that I do file a claim against SKATERS EDGE, INC. or KC PROPERTIES, INC., I agree on behalf of the Participant and me that any such claim shall be settled by binding arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in Boston, Massachusetts before a single arbitrator, who shall be selected by mutual agreement. I further agree that the substantive law of Massachusetts shall apply in that action without regard to the conflict of law rules of Massachusetts. I understand and give permission that the possibility exists that I/the Participant may be photographed and or videotaped due to the various activities at Skaters Edge, Inc.

I agree, on my own behalf and on behalf of the Participant, to indemnify, hold harmless and defend SKATERS EDGE, INC. and KC PROPERTIES, INC. and any other covered party from any and all claims, actions, damages, liability, costs or expenses and attorney fees of any spectator, other participant or third party in connection with or arising out of my presence and/or involvement or participation in any activity at SKATERS EDGE, INC. I give consent and permission to SKATERS EDGE, INC. and KC PROPERTIES, INC. or a covered party to obtain on the behalf of my minor child, the Participant, or me any emergency medical attention and treatment at my sole expense. I certify that I have adequate insurance to cover any injury or damage that I/the Participant may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to the Participant or me. I further certify that I am willing to assume the risk of any medical or physical condition the Participant or I may have.

I agree that this Agreement is intended to be construed and interpreted as broadly as permitted by the laws of Massachusetts. If any portion of this Agreement is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this agreement not found to be invalid, and the remainder of this agreement shall remain in full force and effect.

ASSUMPTION OF RISK

I acknowledge and understand that roller-blading, in-line skating, skateboarding, biking and similar activities are hazardous and dangerous activities that involve strenuous exercise. I acknowledge the risk of injury from the activities involved can be significant, including the potential for permanent paralysis, death and serious bodily injury and damage to property. I acknowledge that my presence or the Participant's presence and any participation in activities at SKATERS EDGE, INC. are strictly voluntary and that there is no one forcing me and or the Participant to participate in any activities at SKATERS EDGE, INC. I hereby represent that no special relationship exists between me/the Participant and any of the covered parties and that I am not under any physical, economic or other compulsion to sign this Agreement. On my own behalf and on behalf of the Participant, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my/the Participant's participation while on the premises of SKATERS EDGE, INC. and KC PROPERTIES, INC. I am also aware that there is an inherent risk in simply being at SKATERS EDGE, INC. and/or observing, photographing or videotaping the activities. On my own behalf and on behalf of the Participant, I knowingly and voluntarily assume any and all of the foregoing risks of loss, damage and injury.

MEDICAL RELEASE

In the event that I cannot be reached in an emergency, I hereby give permission to any Skaters Edge, Inc. employee and any licensed physician, surgeon, clinic or hospital to secure/seek proper treatment and to order anesthesia for the Participant or me as named above.

I HEREBY CERTIFY THAT I AM OVER 18 YEARS OF AGE OR I AM HAVING MY PARENT/LEGAL GUARDIAN SIGN THIS DOCUMENT. I HAVE CAREFULLY READ AND HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS. PRIOR TO SIGNING THIS AGREEMENT, I HAVE REVIEWED SKATERS EDGE, INC.'S SAFETY RULES AND REGULATIONS AND HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT SKATERS EDGE, INC., THE STAFF AND/OR THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I, ON MY OWN BEHALF AND ON BEHALF OF THE PARTICIPANT, ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I, MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS OR THE PARTICIPANT MAY HAVE OR POSSESS AGAINST SKATERS EDGE, INC. AND KC PROPERTIES, INC.

PERSON SIGNING THIS FORM ACCEPTS FULL RESPONSIBILITY FOR PARTICIPANT

NAME OF PARTICIPANT (please print): _____

SIGNATURE OF PARTICIPANT: _____

DATE OF BIRTH OF PARTICIPANT: _____

AGE: _____

PARENT/GUARDIAN (please print): _____

PARENT'S/GUARDIAN'S SIGNATURE: _____

Emergency Phone Numbers:

_____ Cell/Home

Participant's Address: _____ Street

_____ City/State/Zip

THIS FORM MUST BE SIGNED IN THE PRESENCE OF AN EMPLOYEE OF SKATERS EDGE, INC. IF A PARENT/ GUARDIAN DOES NOT ACCOMPANY A PARTICIPANT UNDER THE AGE OF 18, THIS FORM MUST BE NOTARIZED.

NOTARY SEAL:

Skaters Edge Employee: _____

DATE:

Date: _____