

NERF CHALLENGE

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration of being allowed to participate in all activities (collectively, the “Activities”) offered within the NERF CHALLENGE (the “Event”), including, without limitation the use of any event equipment, including but not limited to Nerf blasters, electronic applications or infrastructure, the undersigned, on behalf of themselves and any minors they are parents or guardians (temporary or permanent) for, hereby **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE (I) KILBURN BLASTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“KILBURN”), (II) ANY THIRD PARTY VENDORS ENGAGED BY KILBURN FOR SERVICES IN CONNECTION WITH THE ACTIVITIES AND THE EVENT, INCLUDING, WITHOUT LIMITATION, ACTIVITY DESIGN, FABRICATION AND RIGGING SERVICE PROVIDERS AND (III) HASBRO INC., A DELAWARE CORPORATION AND/OR HASBRO INTERNATIONAL, INC., A DELAWARE CORPORATION** and each of the foregoing parties respective affiliates, officers, directors, agents, servants, consultants or employees (collectively, the “Released Parties”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, the members of my family, my ward or any of my property, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** or otherwise, while participating in such Activities.

2. I am fully aware that there are risks involved and hazards connected with such Activities, including equipment which fires projectiles, and I elect to voluntarily participate (or allow my family member or wards/charges to voluntarily participate) in such Activities with full knowledge that it may be hazardous to me, my family member, my ward/charges and/or my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me, my family member, my wards/charges or any loss or damage to property owned by me, as a result of participating in such Activities, **WHETHER CAUSED BY THE RELEASED PARTIES’ NEGLIGENCE OR OTHERWISE.**

3. I understand minors under the age of 18 are permitted to participate in the Event only under the direct supervision of an adult parent, legal guardian, or an authorized designee of the parent or guardian. I agree to take full responsibility for any minors accompanying me and/or are authorized by me to participate in the Event, and to directly supervise them at all times.

4. The Released Parties shall provide written notice of the minimum age requirement for each Activity (the “Minimum Participation Age”). I understand components of the Event may not be recommended for minors under the Minimum Participation Age explicitly designated by the Activity. **I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES** from any loss, liability, damage or costs that may incur due to participation in the Activities by minors accompanying me and/or are authorized by me to participate in the Event, including those minors under the Minimum Participation Age required by the Activity, **WHETHER CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**

5. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES** from any loss, liability, damage or costs, including, without limitation, court costs and attorney and expert fees, that they may incur due participation in the Activities by me, my family member or my wards/charges, **WHETHER CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**

6. I understand that this Waiver of Liability and Hold Harmless Agreement (this "Waiver") binds the members of my family and spouse, my wards/charges (and their families), my heirs, assigns, personal representative or any other individual participating in the Activities, for whom, through this instrument, I am **RELEASING, WAIVING, DISCHARGING AND COVENANTING NOT TO SUE THE RELEASED PARTIES.**

7. I hereby irrevocably give and grant to the Released Parties the unrestricted right to publish, reproduce, distribute, display and otherwise use my (and my family, wards/charges) image, likeness, voice, name, initials, biographical information, and any portion thereof (my "Likeness") without territorial or time limitations, and without further compensation to or authorization from me. I further waive, release, and discharge, on behalf of myself and my family, wards/charges) unconditionally the Released Parties from any liability and any claims, demands, damages, and actions that I, my beneficiaries, administrators, executors or assigns may have in connection with the use of such Likeness, including, but not limited to, any claims for defamation, invasion of privacy, right of publicity, infliction of emotional distress, negligence, any right, title or interest in the any materials bearing my Likeness, or any other physical or monetary injury. I acknowledge that the Released Parties will own all rights, title, and interest in any materials that include such Likeness and agree that the Released Parties may copyright any material containing such Likeness. If I should receive any print, digital image, negative, or other copy thereof, I shall not authorize its use by anyone else. I agree that no material need be submitted to me for approval, and I further agree that the Released Parties may make electronic, textual and photographic changes without obtaining additional consent. I further acknowledge that the Released Parties are not obligated to use such Likeness.

8. In furtherance of the intentions set forth herein, I acknowledge that I am familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

I hereby knowingly and voluntarily waive and relinquish any right or benefit which I have or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or non-statutory law of any other jurisdiction, to the full extent that I may lawfully waive such rights and benefits pertaining to the Activities and Event. In connection with such waiver and relinquishment, I acknowledge that I am aware that I (or my attorneys, heirs or other agents), may hereafter have claims or facts in addition to or different from those which I now know or believe to exist with respect to the subject matter of this Waiver, but that I intend hereby fully, finally and forever to release all such claims which may exist in the future. In furtherance of

this intention, the release given herein shall be and remain in effect as a full and complete release notwithstanding the occurrence or existence of any additional or different claims or facts.

9. The terms and conditions of this Waiver shall be interpreted and governed by California law applicable to contracts entered into and to be wholly performed in California without reference to choice of law rules. The parties consent to the jurisdiction of the State of California in the City and County of Los Angeles. Any dispute arising hereunder shall be resolved solely through binding arbitration conducted in Los Angeles, California under and pursuant to the commercial arbitration rules of JAMS (“***JAMS Rules***”). No matter relating to the arbitration (including but not limited to, the testimony, evidence or result) may be (i) made public in any manner or form (ii) reported to any news agency or publisher (iii) disclosed to any third party not involved in the arbitration. The parties hereby expressly waive any and all rights to appeal, or to petition to vacate or modify, any arbitration award issued in a dispute arising out of this Waiver. Each party hereby irrevocably submits to the jurisdiction of the state and federal courts for the County of Los Angeles in connection with any petition to confirm an arbitration award obtained pursuant to this Paragraph. The prevailing party in such arbitration shall be entitled to recover its attorneys’ fees and costs incurred in connection with such arbitration. Any award shall be final, binding, and non-appealable. The parties agree to accept service of process in accordance with the JAMS Rules.

10. This Waiver is binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. No provision of this Waiver may be waived, altered or amended. This Waiver shall be governed, construed and enforced in accordance with the laws of the State of California, without giving effect to conflicts of law principles. All disputes arising under this Waiver shall be brought in the federal and state courts located in Los Angeles, California, as permitted by law, and each of the parties consents to the personal jurisdiction, service of process and venue of such courts. If any provision of this Waiver is held invalid or illegal, such illegality shall not invalidate the whole of this Waiver, but rather this Waiver shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly. This Waiver may be in the form of an electronic record and may be signed or executed using electronic signatures. When so executed, an electronic copy of this signed Waiver shall be considered as effective as an original. Copies of this document may be used in lieu of the original and such copies shall be equally admissible in evidence.

This Waiver is executed to be effective as of _____, 2019.

IN SIGNING THIS WAIVER, THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT IT HAS READ IT, UNDERSTANDS IT, AND IS SIGNING IT VOLUNTARILY AS ITS OWN FREE ACT AND DEED PERSONALLY AND/OR ON BEHALF OF (AS APPLICABLE) ITS WARDS OR CHARGES; NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS THAT ARE NOT INCLUDED IN THE WAIVER HAVE BEEN MADE; THE UNDERSIGNED IS AT LEAST 18 YEARS OLD AND FULLY COMPETENT TO EXECUTE THIS WAIVER; AND THE UNDERSIGNED EXECUTES THIS WAIVER FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY ITS TERMS. FURTHER, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT (I) THE UNDERSIGNED IS THE PARENT OR GUARDIAN OF THE CHILD LISTED BELOW (AND/OR ANY CHILD THE UNDERSIGNED PROVIDES AN EVENT TICKET TO AND/OR AUTHORIZES TO PARTICIPATE IN THE EVENT), (II) THE UNDERSIGNED HAS FULL RESPONSIBILITY AND AUTHORITY TO PERMIT THE CHILD LISTED BELOW TO ATTEND THE EVENT AND (III) THE UNDERSIGNED HAS PROVIDED NO OTHER CHILDREN WITH A TICKET TO THE EVENT.

<u>CHILD'S NAME</u>	<u>CHILD'S AGE</u>	<u>PARENT/GUARDIAN SIGNATURE</u>

PRIVACY NOTICE

In connection with your participation in the Event, we may collect information from you – both information you provide directly to us and information we otherwise collect during your participation in the Event and by your participation you consent and agree:

Information You Provide to Us: In order to participate in the Event, you will need to provide us with certain personal information, including your name, age, contact information and address. In addition, you may voluntarily provide us with other personal information.

Information We Collect: When you participate in the Event, we may collect other information from you, including, without limitation, payment information, your location at the Event and information collected as a result of using any Event-related electronic applications. The Released Parties may compile statistical and performance information related to the provision and operation of the Activities (“*Aggregated Statistics*”). All right, title and interest in the Aggregated Statistics and all associated intellectual property rights belong to and are retained solely by the Released Parties.

How We Use Your Information: We use the information described above for administering, marketing and promoting the Event, including, without limitation, advertising on social media and various magazine and print publications.

How We Share Your Information: We may share your information with certain third-party entities or individuals of our choosing, including, without limitation, service providers, affiliates, prospective business partners and/or contractors.