

# WOODWARD CAMP - LIABILITY WAIVER

READ THIS DOCUMENT (this "Liability Waiver") FULLY AND CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. AGREEING TO THE TERMS OF THIS WAIVER AND SIGNING IT ARE A CONDITION OF ACCESS TO THE WOODWARD CAMPS AND WOODWARD FACILITIES.

THIS LIABILITY WAIVER COVERS IMPORTANT LEGAL MATTERS INCLUDING WITHOUT LIMITATION: (i) ASSUMPTION OF ALL RISKS BY YOU, (ii) CONSENT TO PARTICIPATE AND MEDICAL TREATMENT, (iii) WAIVER OF LIABILITY & RELEASE OF ALL CLAIMS, (iv) AN INDEMNITY BY YOU, and (v) A NAME AND LIKENESS WAIVER.

Camper Name: \_\_\_\_\_  
Address/P.O. Box: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_  
Email address \_\_\_\_\_

## 1. Risks of Activity.

1.1 Inherent and Additional Risks. Undersigned understand and agree that participating in the Activity is inherently dangerous, and Undersigned fully realize the risks and danger of participating in the Activity and using the Woodward Facilities, which risks and dangers include, without limitation, the danger and risk of (i) PHYSICAL INJURY AND/OR DEATH; (ii) falling, jumping, landing, misdirected skateboards, scooters and bikes, performing tricks and colliding with other staff, campers, media personnel and spectators; (iii) minor injuries, such as scratches, bruises and sprains; (iv) major injuries, such as joint and back injuries, broken bones, dislocated shoulders, heart attacks and concussions; and (v) catastrophic injuries, such as brain injury and paralysis. By signing this Liability Waiver, Undersigned freely accept and fully assume responsibility for all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. Undersigned acknowledge and understand that the description of the risks and dangers listed above is not complete and that participating in the Activity involves additional risks and dangers, which may include, without limitation, encounters with motor vehicles and equipment, limited access to and/or delay of medical attention, mental distress from participation in the Activity, and negligence of others. Undersigned understand that there are risks involved in the decision-making and conduct of the Woodward Camp employees involved with an Activity, including, but not limited to, the risk that a coach, instructor, or counselor may misjudge Minor's abilities, conditioning, or misjudge weather, terrain, route selection, location, or some aspect of Minor's mental, emotional or physical condition that may make a certain portion of any Activity appropriate or inappropriate for Minor.

1.2 Equipment. Undersigned agree to inspect before use all equipment offered for use at the Woodward Camp and the Woodward Facilities, including without limitation, skating, bike, ski, snowboard, gymnastics, horseback riding, tubing, scootering and exercise equipment or other equipment (the "Equipment") and to ask questions of the Woodward Camp employees and/or instructors if Minor does not fully understand how to use either the Equipment or the Woodward Facilities. Undersigned warrant that information provided to Woodward Camp employees, instructors, school technicians and personnel will be accurate and complete. Adult understands that he/she may not be available or present when Minor's Equipment is fitted and adjusted and hereby waives the opportunity to inspect the use and fitting of the Equipment and authorizes the Woodward Camp agents or employees to oversee the use and fitting of the Equipment. Undersigned understand that, although Minor may be wearing a helmet, a helmet cannot guarantee Minor's safety and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. Undersigned accept for use "AS IS" any Equipment Minor uses for an Activity and agree to return either before use or promptly after discovery for replacement or repair any Equipment believed by Minor to be damaged or defective in any way. Adult accepts full responsibility for the care of the Equipment used for an Activity and agrees that Adult will be responsible for the replacement at full retail value of any Equipment damaged or not returned. Undersigned understand that additional fees may be required for use of the Woodward Facilities, Equipment, or other services provided by the Woodward Camp and that age, height, and ability restrictions may apply to limit participation in the Activity and use of some of the Woodward Facilities.

2. Duties of Undersigned. Adult agrees to read, to have Minor read and, if necessary, explain to Minor all posted signs and warnings. Minor must maintain control at all times while participating in the Activity. Minor is responsible for reading, understanding and complying with all signage, including, without limitation, instructions for the use of the Woodward Facilities. Undersigned acknowledge that Minor has the physical dexterity and knowledge to safely engage in the Activity and use of the Woodward Facilities. Undersigned acknowledge and agree that Undersigned are solely responsible for evaluating Minor's physical fitness, mental fitness, technical skills, and experience in order to assess Minor's suitability to engage in the Activity. Undersigned waive any claim of any type against any person who may express an opinion on the same and do not place any reliance or attach any importance to such opinion, whoever may be expressing the same. Minor understands that entering into any "CLOSED" area is illegal. Undersigned agree that Minor is required to wear a helmet and other protective gear appropriate to the Activity at all times while participating in any Activity.

3. Release, Indemnification and Assumption of Risk. In consideration of utilizing the Woodward Facilities and for other good and valuable consideration, Undersigned agree as follows:

3.1 Release. UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature, whether currently known or unknown, which Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with Minor's participation in the Activity or use of the Woodward Facilities, including, without limitation: (i) claims for any loss, damage, injury, illness, death, medical or other expense and/or property damage that Undersigned may suffer or that any other party may suffer, due to any cause whatsoever; and (ii) claims of negligence, breach of warranty, and/or breach of contract.

3.2 Indemnity. UNDERSIGNED HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES from any and all liability, cost, expense, or damage of any kind or nature whatsoever for any property damage or personal injury to any third party and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to Minor's participation in the Activity or use of the Woodward Facilities. Undersigned's obligation to the Released Parties under this Section 3.2 survives the period of Minor's participation in the Activity or use of the Woodward Facilities.

3.3 Assumption of Risk. Undersigned agree and understand that there are risks and dangers associated with participation in the Activity and use of the Woodward Facilities, including, without limitation, the acts, omissions, representations, carelessness, and negligence of the Released Parties. Undersigned agree and acknowledge that property loss, physical injury, and death are all possible from participation in the Activity and use of the Woodward Facilities. RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR MINOR TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF MINOR'S PARTICIPATION IN THE ACTIVITY AND USE OF THE WOODWARD FACILITIES, WHETHER OR NOT DESCRIBED IN THIS AGREEMENT, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE. Undersigned hereby acknowledge and agree that Minor is responsible for unreasonable risks while participating in the Activity or using the Woodward Facilities, including, without limitation, attempting skills or tricks that Minor is not qualified to perform safely or causing

any other participants/spectators unreasonable risk of harm, and that Minor shall follow correct safety procedures when using the Woodward Facilities and participating in the Activity.

**4. Digital Media.** Undersigned acknowledge and agree that the owner of the Woodward Camps, and any third party authorized by such owner, shall have the right to film, videotape, photograph, record Undersigned's voice and make any reproductions of Undersigned's physical likeness and voice, and shall have irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including, but not limited to, the exhibition and/or online use, broadcast, theatrically or on television, cable or radio, any motion picture film, video tape, DVD, CD or any Internet service or program in which such likeness may be used or otherwise, or any published articles, catalogs, or websites in which such likeness may be printed, used or incorporated, and in the advertising, exploiting and publicizing the Woodward Camps, camp products, licensed products, and all affiliated relationships.

**5. Insurance.** Undersigned represent, warrant, and certify that Minor is covered by medical insurance. Undersigned acknowledge and agree that it is Undersigned's responsibility to have any insurance including, without limitation, medical, accidental disability and death coverage and liability insurances, that Undersigned may wish to have or it is advisable to have in relation to Minor being present at the Woodward Camps and the Woodward Facilities and in connection with the Activity. Undersigned acknowledge that (i) the Released Parties and any other person at the Woodward Camps and the Woodward Facilities does not, and will not have, insurance that covers Minor in connection with Minor's attendance at the Woodward Camps and the Woodward Facilities and Minor's engagement in the Activity, and (ii) Undersigned are not relying on the existence of the same in the decision to be present at the Woodward Camps and the Woodward Facilities and engage in the Activity at any time hereafter. Any insurance any of the Released Parties may have, shall in no way diminish Undersigned's obligation to obtain insurance coverage applicable to Minor, while Minor is present at the Woodward Camps and/or the Woodward Facilities. The foregoing does not diminish the requirement of any party to have any insurance required by law. Undersigned understand and agree that Undersigned shall be solely responsible for any medical costs and expenses (including insurance costs) incurred directly and/or indirectly by Minor as a result of Minor's attendance at the Woodward Camps and the Woodward Facilities for any reason.

**6. Medical Care.** In connection with any injury Minor may sustain or illness or other medical conditions Minor may experience during Minor's presence at the Woodward Camps and the Woodward Facilities and/or while engaging in the Activity, Undersigned authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending personnel and/or the Woodward Camps employees and agents. Undersigned further authorize the attending personnel and/or the Woodward Camps employees or agents to execute on the Undersigned's behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on Undersigned's behalf if Undersigned is not able or immediately available to do so and the same is urgent in their sole discretion. Undersigned acknowledge and agree that emergency assistance and/or treatment may be rendered by persons with training or experience which may not be adequate for certain medical situations and/or the injuries sustained by Minor and waive any claim in respect thereof in accordance with Section 3 above. Undersigned expressly acknowledge that the Woodward Camps and the Woodward Facilities are some distance from medical facilities and that distance may exacerbate any injury or condition sustained by Minor. Undersigned agree to pay all costs associated with such medical care and related transportation.

**7. Agreement to Follow Directions/Camp & Facility Rules.** Undersigned agree that while Minor is present at the Woodward Camps and the Woodward Facilities, Minor will follow all rules and conditions governing Minor's attendance at the same and to follow the lawful direction of staff and management at the Woodward Camps and the Woodward Facilities.

**8. Hazards.** Undersigned agree that if Minor observes any unusual hazard during Minor's presence at the Woodward Camps and the Woodward Facilities, Minor will immediately remove himself/herself from such presence and bring such hazard to the immediate attention of staff present at the Woodward Camps and/or the Woodward Facilities. Undersigned agree that if Minor undertakes any Activity on a structure at the Woodward Facilities, Undersigned shall carefully inspect that the structure on which Minor is to undertake the Activity is reasonably safe for its intended use. If Undersigned has any doubts as to such safety and/or suitability, Minor agrees not to participate in the Activity on that structure and immediately remove himself/herself from the perceived area of danger.

**9. California Waiver.** WITH RESPECT TO ANY ACTIVITY BY MINOR AT THE WOODWARD WEST CAMP, UNDERSIGNED UNDERSTAND AND AGREE THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED. SAID SECTION READS AS FOLLOWS: "1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**10. Regional Dangers.** With respect to any Activity by Minor at the Woodward West Camp, Undersigned understand that the Woodward West Camp is located at approximately 5000 feet in the mountains in a desert region. Undersigned acknowledge that among other matters this means: (i) the air has less oxygen content than at sea level which may affect Minor physiologically; (ii) the air is less dense and is often dryer than at lower altitudes which means if Minor is flying through the air Minor will travel faster than through air at sea level; and (iii) Minor is likely to be exposed to greater UVA and UVB rays which increases Minor's risk of sun burn and dehydration and should take precautions accordingly. Undersigned understand that Minor is advised to consume more non-dehydrating liquids than Minor might normally when present at the Woodward Camp and/or when engaging in the Activity.

**11. MegaRamp.** With respect to any Activity by Minor at the Woodward West Camp, Undersigned acknowledge and understand that MegaRamp structures (particularly the full size MegaRamp structure) require special equipment, safety equipment configured in non-standard manners and an understanding and ability to deploy skills and techniques not required in riding at other facilities or in different situations or structures. Undersigned acknowledge that Minor should NOT engage in athletic activity at the Woodward Facilities using standard equipment configured in a manner suited to riding on different/less challenging structures and should familiarize himself/herself to Undersigned's own satisfaction as to the equipment, configuration of the same and the techniques required to engage in the Activity at the Woodward Facilities in a manner as safe as reasonably possible. Undersigned understand that as an athlete Minor is likely to sustain major impact forces and encounter serious friction along with other injuries when undertaking any sporting activities on MegaRamp structures even without being involved in a meaningful fall or accident at the Woodward Facilities.

**12. Minor Acknowledgment.** Adult acknowledges that he/she is not only signing this Liability Waiver on Adult's own behalf, but that Adult is also signing this Liability Waiver on behalf of Minor and that Minor is bound by all the terms of this Liability Waiver. Additionally, by signing this Liability Waiver as the parent or legal guardian of Minor, Adult understands that he/she is also waiving rights on behalf of Minor that Minor otherwise may have. Adult agrees that Minor would not be permitted to participate in the Activity or use the Woodward Facilities if Adult did not sign this Liability Waiver on Minor's behalf. By signing this Liability Waiver without a parent or legal guardian's signature, Minor, under penalty of fraud, represents that he/she is at least 18 years of age. Adult represents that he/she is a legal parent or guardian of Minor.

**13. Disputes.** With respect to any Activity by Minor at the Woodward East Camp, this Liability Waiver shall be governed and construed according to the laws of the State of Pennsylvania, State and Federal, applicable to contracts executed therein and to the exclusive (subject to the arbitration provisions following) jurisdiction of District Court 49-3-04 in Centre County in the State of Pennsylvania. The sole remedy for any actions arising under this Liability Waiver shall be binding arbitration in Centre County, Pennsylvania before one arbitrator who shall be a lawyer familiar with matters related to the subject matter of this Liability Waiver. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures as modified herein. Each party may depose the experts retained by the other party and conduct such other discovery deemed appropriate by the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from

seeking provisional remedies from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the reasonable attorneys' fees of the prevailing party and the fees of the arbitrator. THE PARTIES UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, THE PARTIES UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE THAT IS COVERED BY THIS ARBITRATION PROVISION, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR AS PROVIDED FOR IN THIS LIABILITY WAIVER. With respect to any Activity by Minor at the Woodward West Camp, this Liability Waiver shall be governed and construed according to the laws of the State of California, State and Federal, applicable to contracts executed therein, to the exclusive (subject to the arbitration provisions following) jurisdiction of courts located in the County of Los Angeles. The sole remedy for any actions arising under this Liability Waiver shall be binding arbitration in Los Angeles, California before one arbitrator who shall be a lawyer familiar with matters related to the subject matter of this Liability Waiver. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures as modified herein. Each party may depose the experts retained by the other party and conduct such other discovery deemed appropriate by the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the reasonable attorneys' fees of the prevailing party and the fees of the arbitrator. THE PARTIES UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, THE PARTIES UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE THAT IS COVERED BY THIS ARBITRATION PROVISION, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR AS PROVIDED FOR IN THIS LIABILITY WAIVER.

14. **Binding Effect.** This Liability Waiver shall be effective and binding upon Undersigned's heirs, next of kin, executors, administrators, successors, and assigns.

15. **Miscellaneous.** Undersigned further acknowledges and understands: (a) this Liability Waiver was made and executed in the State of Pennsylvania and shall be governed by, enforced in and construed in accordance with the laws of the State of Pennsylvania; (b) Undersigned in executing this Liability Waiver, is not relying on any inducements, promises, or representations made by the Released Parties; (c) Minor will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (d) this Liability Waiver constitutes the entire agreement between the parties and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter of this Liability Waiver; (e) this Liability Waiver is a contract and is binding to the fullest extent permitted by law; (f) if any part of this Liability Waiver is deemed to be unenforceable, the remaining terms are an enforceable contract between the parties; and (g) Adult is acting on behalf of the Minor's other parent or legal guardian in signing this Liability Waiver and has the authority to bind such other parent or legal guardian to the terms and conditions of this Liability Waiver on his or her behalf.

16. **Definitions.** As used herein:

16.1 **"Activity"** means travelling to or from or about the Woodward Camps, being present at the Woodward Camps in any capacity, and undertaking any activity whatsoever whether of an athletic nature or otherwise at or on any part of the Woodward Facilities and/or the Woodward Camps.

16.2 **"Adult"** means the undersigned parent or legal guardian, being at least 18 years old, signing on behalf of the Minor named below so that the Minor will be permitted to engage in the Activity.

16.3 **"Minor"** means the minor named below who will be participating in the Activity.

16.4 **"Released Parties"** means (i) the named corporations, the shareholders or members, managers, directors, officers, agents, partners, sponsors, affiliates, employees, independent contractors, volunteers and guests of any and each of the following: Powdr-Woodward PA LLC, Powdr Corp., and Fuel TV, Inc., and any subsidiary, affiliate, or company under common control with one or more of the previously named companies; (ii) the owners and/or occupiers of the land on which the Woodward Camps is located; (iii) any person present at the Woodward Camps in a capacity as a journalist, reporter or representative of the media and/or is shooting stills and/or moving pictures in any media; (iv) any personnel who may interact with Undersigned in connection with medical matters in any capacity at the Woodward Camps; (v) any person at the Woodward Camps there to watch any event taking place thereat, and (vi) any other person who has signed a waiver who is present at the Woodward Camps.

16.5 **"Undersigned"** means the Adult and Minor collectively.

16.6 **"Woodward Camps"** means, collectively, the Woodward West Camp and the Woodward East Camp.

16.7 **"Woodward East Camp"** means the Woodward Camp located in Woodward, Pennsylvania.

16.8 **"Woodward West Camp"** means the Woodward Camp located in Tehachapi, California.

16.9 **"Woodward Facilities"** means the area, facilities, features and any and all structures or equipment at the Woodward Camp, including, without limitation, any so called full size MegaRamp®.

PARENT OR GUARDIAN SIGNATURE IF SIGNER IS UNDER 18 YEARS OF AGE

As the parent or guardian of Minor whose name appears above I hereby confirm that I have read this Liability Waiver and accept each and every provision of this Liability Waiver on behalf of myself (as if a direct signatory to this Liability Waiver) as well as on behalf of Minor, intending that this Liability Waiver be irrevocably binding upon me, upon Minor, and upon each of my and Minor's respective heirs, executors, administrators and assigns. I represent and warrant that I am at least eighteen (18) years of age, that I am the parent or legal guardian of the above Minor, and that I have legal authority to enter into this Liability Waiver and to bind the Minor.

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN SIGNATURE

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Date

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Date

**BOTH SIGNATURES REQUIRED IF UNDER 18!**