

THIS INDENTURE WITNESSES that, in consideration of being permitted to enter the premises owned by Entertainment Revue Foundation, or Bob Gries, each of the undersigned, for himself, his personal representatives, heirs and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of said premises, and will continuously thereafter, inspect said premises and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon said premises and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon said premises and his participation, if any, in any activities on said premises constitute and acknowledge that he has inspected said premises and that he finds and accepts the same as being safe and reasonably suited for the purpose of his use, and he further agrees and warrants that if, at any time, he is on or about said premises and he feels anything to be unsafe, he will immediately advise Entertainment Revue Foundation personnel of such and will leave the said premises.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Entertainment Revue Foundation, Bob Gries, its officers, employees, representatives and assigns, (hereinafter referred to as ERFI), from all liability to the undersigned, his personal representative, assigns, heirs and next of kin for all loss or damage, and any claim or demand therefore, on account of injury to the person or property resulting in death of the undersigned, whether caused by the negligence of ERFI, or otherwise while the undersigned is upon said premises; and

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS ERFI from any loss, liability, damage or cost that it may incur due to the presence of the undersigned in or about said premises, whether caused by the negligence of WINGS or otherwise.

Each of the undersigned expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Each of the undersigned warrants the following statements are true and correct and understands that ERFI has relied on them in entering into the foregoing release, waiver and indemnity agreement and in giving the undersigned permission to enter onto said premises:

1. No oral representations, statements of inducements apart from the foregoing written agreement have been made.
2. He assumes full responsibility and risk of bodily injury, death or property damage due to the negligence of WINGS or otherwise upon entering said premises.
3. HE HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT.

If under eighteen years of age, signature of parent/guardian is also required.

(Signature) _____ (Date) _____

(Print Name) _____

(Address) _____

Street

City

State

Zip Code