

Participant's Name: _____ Date of Birth: _____

Transitions Skatepark

5616-5618 Van Born Ct. Dearborn Heights, Michigan 48125

Thrive Real Estate Properties, LLC (TRP)

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

THIS IS A LEGAL DOCUMENT, BY SIGNING IT, YOU ARE LIMITING YOUR ABILITY TO RECOVER FROM TRANSITIONS ANY DAMAGES YOU SUSTAIN WHILE AT THE SKATE PARK. IF YOU HAVE ANY QUESTION ABOUT THE LEGAL CONSEQUENCES OF THIS DOCUMENT, PLEASE OBTAIN ADVICE FROM YOUR LAWYER PRIOR TO SIGNING. THIS DOCUMENT MUST BE SIGNED BEFORE YOU PARTICIPATE IN ANY ACTIVITY AT THE SKATEPARK

BY SIGNING THIS DOCUMENT (the "Agreement"), AND IN CONSIDERATION OF YOUR USE OF TRANSITIONS SKATE PARK (the "Park"), OPERATED BY THRIVE REAL ESTATE PROPERTIES, LLC., (TRP), YOU AGREE AND UNDERSTAND:

1. Skateboarding, in-line skating, and bicycle or scooter riding, ("Hazardous Activities") are inherently dangerous and can result in personal injuries, including disability, paralysis, and death, as well as property damage and other loss (collectively, "Injuries"). While particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist. Injuries can occur from falling, jumping, landing, colliding (with people, objects, and equipment), performing tricks, and from uncontrolled boards and bicycles. The risk of these Injuries occurring can increase when using ramps, curbs, steps, half pipes, inclines, declines, bowls, other structures and devices, and when other people are present, whether those people are users, spectators, Transitions staff, or others.

2. You understand the potential injuries involved and choose to voluntarily participate in the Hazardous Activities at your own risk. You assume and accept ALL risks of Injuries and damages associated with your presence at The Park and your participation in the Hazardous Activities.

3. IN CONNECTION WITH YOUR PRESENCE AT THE PARK AND YOUR PARTICIPATION IN THE HAZARDOUS ACTIVITIES:

A. YOU FOREVER WAIVE ANY AND ALL CLAIMS FOR DAMAGES, INCLUDING INJURIES, THAT YOU MAY HAVE AGAINST TRANSITIONS; AND

B. YOU FOREVER RELEASE TRANSITIONS FROM ANY AND ALL LIABILITY FOR ANY DAMAGES, INCLUDING INJURIES, THAT YOU MAY SUFFER; AND

C. YOU FOREVER HOLD HARMLESS AND INDEMNIFY

TRANSITIONS FROM ANY AND ALL LIABILITY FOR ANY DAMAGES, INCLUDING INJURIES, TO ANY THIRD PARTIES; AND

D. YOU AGREE NOT TO SUE TRANSITIONS FOR ANY CLAIMS YOU MAY HAVE.

4. “Transitions” means Transitions Skatepark(also known as Transitions Ramp Park), Thrive Real Estate Properties, LLC. and the owners, Jason Suchan and Kristin Boehmer, its managers, employees, officers, directors, stockholders, associates, agents, contractors, volunteers, sponsors, vendors, exhibitors, representatives, staff, affiliates, related business entities, or any other person or company in any way associated with Thrive Real Estate Properties, and the skatepark.

5. This Assumption of the Risk and Release of Liability Agreement is on behalf of the user of the Park, and his or her spouse, personal representatives, assigns, heirs, next of kin, family, relatives, executors, trustees, conservators, administrators, agents, and guardians.

6. YOU SHALL READ, SIGN AND COMPLY WITH THE RULES OF SAFETY/CONDUCT PRIOR TO ENGAGING IN ANY ACTIVITY AT THE PARK, AND SHALL OBEY ALL INSTRUCTIONS FROM TRANSITIONS STAFF. YOU UNDERSTAND AND AGREE THAT ALL SUCH RULES AND INSTRUCTIONS THAT WOULD PREVENT YOUR FROM COMPLYING WITH THE RULES OF SAFETY/CONDUCT OR THAT WOULD LIMIT OR AFFECT YOU PARTICIPATION IN THE HAZARDOUS ACTIVITIES OR JEOPARDIZE YOUR HEALTH IN ANY WAY.

7. You agree to give up your right to a trial by a court or a jury. Any dispute or claim between you and Transitions, including those arising out of or related to this Agreement, the interpretation of this Agreement, or any damages, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association. The arbitrator's award shall be final and binding upon the parties and judgment upon the award may be entered by any court of competent jurisdiction. The place of arbitration shall be the county or jurisdiction where the Park is located.

8. Participant, employee and/or spectator agrees to indemnify Transitions, Thrive Real Estate Properties, LLC., and Jason Suchan and Kristin Boehmer, against, and save harmless from any and all damages, actions, claims, judgments, cost of litigation and attorney fees, which may in any way and at any time result from the participants, employees or spectators use of, or presence upon the property or facilities of Transitions and/or Thrive Real Estate Properties, LLC.

9. THIS AGREEMENT IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, INCLUDING NEGLIGENCE, TO THE GREATEST EXTENT ALLOWED BY MICHIGAN LAW. If any provision of this Agreement is found invalid, it shall be revised in a manner consistent with the intent of that provision and shall not invalidate the

remaining provisions of this Agreement.

10. This agreement may not be orally modified, nor any provision waived except in writing signed by an officer of Transitions. You have knowingly and freely made this Agreement, without any kind of inducement or assurance.

PLEASE SIGN HERE IF YOU ARE EIGHTEEN (18) YEARS OLD OR OLDER:

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I attest that I am physically fit and have been trained for this activity. I also waive and release the use of my photograph or likeness for any reason or purpose. I WANT TO PARTICIPATE IN THIS HAZARDOUS SPORT. I AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL INJURIES AND MEDICAL EXPENSES INCURED WHILE AT THE PARK.

Signature: _____ Today's Date: _____
Name: (print): _____
Address: _____ city/state _____ zi
p _____
Home phone # _____
Emergency Contact Name: _____ Phone # _____
Drivers License # _____

ALL PARTICIPANTS MUST HAVE PHOTO I.D. TO ENTER THE SKATEPARK.

IF YOU ARE NOT 18 YEARS OLD, YOU MUST HAVE A PARENT OR GUARDIAN SIGN THIS DOCUMENT.

SIGNATURE MUST BE NOTARIZED UNLESS WITNESSED BY A SANCTIONED PARK OFFICIAL OR DIRECTOR.

PARENTS AND GUARDIANS: BY SIGNING THIS AGREEMENT, YOU AGREE TO ALL ITS TERMS ON BEHALF OF YOURSELF, THOSE PERSONS IDENTIFIED IN PARAGRAPH 5, AND YOUR CHILD/WARD. YOU AGREE TO ADVISE THE CHILD/WARD OF HIS OR HER DUTY OF CONDUCT UNDER THIS AGREEMENT.

NAME (Please Print): _____

Signature: _____ Date: _____
Relationship to child: _____
Name of Child/Ward: _____
Date of Birth: _____
Home Address: City, State, Zip Code: _____
Phone # _____
Emergency Contact Name: _____ Phone #: _____
Drivers License # _____

NOTARY ACKNOWLEDGEMENT

State of _____

County of _____

On _____, before me, _____

personally appeared _____, () personally known to me - or -
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the persons(s) or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official

seal. _____

SIGNATURE OF NOTARY