

## GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

Participant Name: \_\_\_\_\_ (“Participant”)

DOB: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

This General Release and Indemnification Agreement (“this Agreement”) is entered in to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Participant and Fabulous Moments (together with its subsidiaries, affiliates, related entities, and any or all of their officers, directors, agents, owners, members, contractors, staff, volunteers, representatives, employees, successors and assigns, collectively “FM”).

In consideration of the opportunity provided to me to participate in a granting of a moment by FM and any products, services, and the like provided by FM. I, Participant, hereby understand and agree to the following:

1. Participant understands and agrees that FM does not and cannot guarantee my safety in connection with FM’s granting of a moment. Participant assumes any and all risks arising out of or related to Participant’s participation in FM’s granting of a moment, including, without limitation, the risks of physical injury, emotional injury, sickness, death, property damage, risks concerning transporting and travel, and the negligence and deliberate act of another person.

2. Participant understands that the granting of a moment by FM may involve activities that FM sponsors, administers, finances, manages, provides instruction for or is otherwise involved with in any manner, directly or indirectly, and that this Agreement applies to all such activities (collectively referred to herein as the “Activities”).

3. Participant hereby releases and forever discharges FM from any and all liabilities claims, causes of action, suits, controversies, judgments, demands, injuries, accidents, sickness, damages (including consequential damages), costs, expenses, attorneys’ fees, and any other, legal, equitable or administrative actions or proceedings whatsoever, arising out of or related to this Agreement, the Participant and/or the Participant’s involvement in the Activities, including but not limited to, any property damage or loss, personal physical or emotional injury, and death. This Agreement does not release FM from gross negligence, but applies to all acts, omissions, and active or passive negligence on behalf of FM.

4. Participant hereby agrees to indemnify, defend, and hold FM harmless from, any and all liabilities, claims, causes or rights of action, suits, controversies, judgements, demands, injuries, sickness, damages (including consequential damages), costs, expenses, attorneys’ fees, and any other legal, equitable or administrative actions or proceedings whatsoever, arising out of or related to this Agreement, the Participant and/or the Participant’s involvement in the Activities, including but not limited to, any property damage or loss, personal physical or emotional injury, and death.

5. Participant hereby agrees that this Agreement shall apply, without limitation, to any other risks encountered by the Participant before, during or after the Activities, whether or not the Participant knows or expects them to exist at the time of signing this Agreement, including but not limited to driving to or from the Activities, being present in the any facility at which the Activities are held, slips, falls, fire and/or any other occurrence or event, known or unknown.

6. It is the express intent of Participant that this General Release and Indemnification Agreement shall bind myself, my children, my spouse or significant other, and all other members of my family if I am alive; and my estate, family, heirs, administrators, personal representative, fiduciaries, successors and assigns, if I am deceased.

7. This Agreement shall be enforced and interpreted under the laws of the State of South Dakota. Should any clause or any part of any clause be determined to be illegal or unenforceable by a court, administrative body or arbitrator of competent jurisdiction, such clause shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remainder of this Agreement shall not be affected.

8. Any modification, amendment, or change to this Agreement must be in writing and signed by Participant and FM. I further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

9. When Participant's guardian or parent signs this Agreement, the term "Participant:" as used throughout this Agreement will be deemed to include, without limitation: (1) the Participant; (2) the Participant's parent or guardian; and (3) all of their respective heirs, assigns and personal representatives.

With the above in mind and by my signature below, I fully understand, acknowledge, and agree that this agreement is a general release and indemnification agreement, and applies without exception to all activities that the participant attends, participates, or is otherwise involved with in any manner, directly or indirectly, during the granting of a moment by FM. I further state that I am at least eighteen (18) years of age and fully competent to sign; and that I have executed this Release for full, adequate, and complete consideration fully intending to be bound by the same. My signature below indicates that I have read this entire two-page document, understand it completely, and freely and voluntarily agree to be bound by its terms.

SIGNATURE OF PARTICIPANT: \_\_\_\_\_

DATE EXECUTED: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

DATE EXECUTED: \_\_\_\_\_

**(SIGNATURE OF LEGAL GUARDIAN IS ALSO REQUIRED IF PARTICIPANT HAS A COURT-APPOINTED GUARDIAN.)**

SIGNATURE OF LEGAL GUARDIAN (if applicable): \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

DATE EXECUTED: \_\_\_\_\_