

Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement

I, the Guest, on my own, and behalf of all others who are listed as Guests under this Agreement, including my unborn and/or minor children, and my and their personal representatives, assigns, successors, heirs, and next of kin (herein after collectively referred to as “Guests”), acknowledge and agree that the use of the facilities, services, equipment or premises of TV Santa Barbara (“TVSB”) by any of the Guests involves risk of injury to persons and acknowledge that I/they have entered into the Agreement for use of the TVSB's facilities, services, equipment, or premises primarily for media creation purposes. In consideration of being permitted to enter the TVSB's facilities for any purpose, including, but not limited to, observation, use of facilities, services, or equipment, or participation in any way, the Guest(s) agree to the following: the Guests are authorized to, and do hereby release and hold TVSB, their directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, and agents harmless from all liability to all the Guests, and any of my/their personal representatives, assigns, heirs, and next of kin for any loss or damage sustained by any of the Guests and property damages sustained by any of the Guests, whether caused by the active or passive negligence of TVSB or otherwise, while any of the Guests is in, upon, or about the TVSB's premises, or while using the TVSB's facilities, services, or equipment, or while participating in any TVSB activity at any location.

This Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement (the “Release”) includes, but is not limited to, claims based on the following: TVSB's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, negligent instruction or supervision, including personal training, or inadequate security of staffing, the Guests' use of TVSB's facilities, services, or equipment, and/or slipping or tripping anywhere in or about TVSB or any location in which TVSB operates, or the surrounding area. Such Facilities include, but are not limited to: studios, podcast room, waiting rooms, offices, bathrooms, sidewalks, parking lots, stairs or lobby area. Such risk of injury includes, but is not limited to: injuries arising from the participation by any of the Guests, or others in a supervised or unsupervised activities at TVSB, injuries and medical disorders and accidental injuries occurring anywhere in or about TVSB.

The Guest(s) also agree to indemnify and hold TVSB harmless from any loss, liability, damage, or cost that TVSB may incur due to the presence of any of the Guests in, upon, or about TVSB's premises or in any way observing or using any of TVSB's facilities, services, or equipment, whether caused by a Guest's negligence or otherwise. The Guest(s) further expressly agree that the Release is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of the foregoing Release is held invalid by a court of law, then that portion shall be deemed stricken and it is agree that the remainder of the Release shall continue in full force and effect without the invalid portion.

Alcohol Policy

Here at TVSB, we do not serve alcoholic beverages. On occasion, we will allow members to bring in alcohol, under the circumstances that we will not be held accountable for any injuries sustained while under the influence of alcohol. By signing below, you agree that you will be held accountable for any and all injuries sustained at TVSB and that you participate at your own risk. I also acknowledge and understand that drinking and driving is dangerous to my safety and the safety of others. I further acknowledge that: I am fully responsible for transportation to my ultimate destination following my time at TVSB. I fully accept and assume all risks and responsibility for any injury I incur or cause to occur to others as a result of my failure to take caution while operating a vehicle after my time at TVSB.

On behalf of the Guest(s), I acknowledge that I have carefully read this Release. I fully understand that it is a release of liability, as well as an express assumption of risk and indemnity agreement. I represent that I have the actual authority to, and do hereby enter into this Release on my behalf, or as an authorized agent, parent or legal guardian for all of the Guest(s). I have read, as well as voluntarily signed this Release. I further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me.

18 AND OVER

17 AND UNDER

DATE: _____.

GUEST NAME: _____.

(PLEASE PRINT)

GUEST ADDRESS: _____.

GUEST PHONE: _____.

GUEST EMAIL ADDRESS: _____.

GUEST SIGNATURE: _____.

PRIMARY MEMBER NAME: _____.

HOW DID YOU HEAR ABOUT TVSB? _____.