

## ADDENDUM C

### RELEASE OF LIABILITY

Santa Fe Commerce Center, Inc., a California corporation ("Owner"), is the owner of that certain building which is currently leased to The Berrics, LLC, a California limited liability company ("Tenant"), contains a private skateboarding facility containing various types of ramps, jumps, rails, walls, surfaces, structures and related equipment and facilities used for skateboarding activities, including, without limitation, skateboarding stunts, tricks, practice sessions, training, performances, exhibitions, competitions and contests (collectively, the "Skateboarding Facility").

The undersigned acknowledges that he/she/it has voluntarily chosen to utilize the Skateboarding Facility (including by filming any of the events occurring within the Skateboarding Facility) and in connection with that use, acknowledges, confirms and agrees as follows:

1. I am aware that skateboarding and related activities are hazardous, strenuous and may cause serious injury or death, and I hereby agree to accept any and all risks of injury or death, occasioned by my participation in such activities. In consideration for being permitted to utilize the Skateboarding Facility, or for my engaging in any stunts, tricks, practice sessions, training, performances, exhibitions, competitions, contests or other activity at the Skateboarding Facility or organized, arranged or sponsored by Owner, Tenant or any other person or entity having the right to utilize the Skateboarding Facility, whether such activity is on or off the Skateboarding Facility premises, I, on behalf of myself and my guests, heirs, personal representatives, affiliates, successors and assigns (collectively, the "Releasing Parties") agree that the Releasing Parties:

1.1 shall not make any claim against or sue Owner or any of the Owner's partners, principals, officers, directors, managers, employees, representatives, contractors, lenders, agents, parents, subsidiaries, affiliates and assigns (collectively, the "Owner Parties") for any act or omission or in connection with any injury or damage to persons or property occasioned by or resulting from the Releasing Parties' use of the Skateboarding Facility;

1.2 do hereby release and discharge Owner and the Owner Parties from any and all actions, claims and demands the Releasing Parties have or may hereafter have for any injury or damage, including death, that any of the Releasing Parties may sustain or incur that is in any way related to a Releasing Parties' use of the Skateboarding Facility; and

1.3 do hereby hold Owner and the Owner Parties free and harmless from and shall indemnify Owner and the Owner Parties against any and all loss, cost, claim, injury, damage or liability sustained by or resulting to me or any of the Releasing Parties.

2. Neither Owner nor the Owner Parties shall be responsible or liable to me or the Releasing Parties for loss or theft of personal property. Any property left by me or my guests on the premises of the Skateboarding Facility may be disposed of or sold without notice.

**I, THE UNDERSIGNED, CONFIRM THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I SIGN IT OF MY OWN FREE WILL.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_