



## Hold Harmless Waiver and Release

Please read this form carefully and be aware in registering yourself or your minor child/ward for participation in the Skating in the Sky program, you will be waiving and releasing all claims for injuries you or your minor child might sustain arising out of the above program/programs and/or while on the premises of John Hancock Center.

I recognize and acknowledge that there are certain risks of physical injury to participants in the above programs and I agree to assume the full and entire risk of any injuries, damages or loss, regardless of severity, which I or my minor child/ward may sustain as a result of participating in any or all activities connected or associated with such program/programs. I also authorize the use of my and/or my child's photograph, quotations and likeness on the internet and/or in any other media and form in any advertisements or promotions relating to the above program, or in any other advertisements or promotions without remuneration of any kind.

To the extent permitted by law in consideration of being allowed to participate in the above program, I agree to release, waive and relinquish all claims I or my minor child/ward may have as a result of participating in the program against John Hancock Observatory, Golub Realty Services LLC, Whitehall Street Global Real Estate Limited Partnership, Golub JHC Investors LLC, W2007 Golub JHC Holdings, L.L.C., W2007 Golub JHC Sub Mezz, L.L.C., W2007 Golub JHC Intermediate Mezz, L.L.C., W2007 Golub JHC Senior Mezz, L.L.C., W2007 Golub JHC Observatory, L.L.C., W2007 Golub JHC Realty, L.L.C., Golub & Company of Illinois, LLC, Golub & Company, LLC, KeyCorp Real Estate Capital Markets, Inc. d/b/a KeyBank Real Estate Capital as Servicer in trust for Bank of America N.A. successor by merger to LaSalle Bank N.A., as Trustee for the registered holders of the Lehman Brothers Commercial Mortgage Trust, as mortgagee, Morgan Stanley Mortgage Corp. c/o KeyCorp Real Estate Capital Markets, Inc d/b/a KeyBank Real Estate Capital, Landesbank Baden Wurttembe c/o KeyCorp Real Estate Capital Markets, Inc. d/b/a KeyBank Real Estate Capital, Trimont REA for Lehman c/o KeyCorp Real Estate Capital Markets, Inc. d/b/a KeyBank Real Estate Capital, the Glacier Ice Arena, Chicago Blackhawks and any of the owners, officers, agents, members, servants and/or employees of the mentioned entities [collectively, the "Releasees"]. I further agree to indemnify and hold harmless and defend the Releasees from and against any and all civil claims resulting from injuries damage or losses sustained by me or my minor child/ward arising out of, connected with, or in any way associated with the activities of the program/programs.

I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume all risks that may be created, directly or indirectly, to myself or others by any such condition. In the event of any emergency, I authorize John Hancock Observatory officials to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for me or my minor child/ward's immediate care and agree that I will be responsible for payment of any and all medical services rendered.

I have read and fully understand the above Program Details, Waiver and Release of All Claims and Permission to Secure Treatment. I am over the age of eighteen [18] years of age or my legal guardian has also read, initialed and signed this Release below my signature.

**ALL PARTICIPANTS (If under 18, the below must be filled out by parent or legal guardian, in addition):**

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

**PARENT'S OR GUARDIAN'S CONSENT AND ADDITIONAL INDEMNIFICATION**

**[Must be completed for participants under the age of 18, in addition to the above section for participant]**

I hereby grant consent for \_\_\_\_\_ [print minor's name] ["Minor"] to participate in the Activities described herein. I further agree to indemnify and hold harmless the Releasees set forth above from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Printed Name: \_\_\_\_\_