

WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please review carefully and be certain you understand the implications of signing.

I hereby affirm and acknowledge that I understand the inherent hazards and risks associated with the activities and events comprising and otherwise related to the Groupon event ("Activities"), including, but not limited to, potential injury, disability or death, and I hereby acknowledge and agree that I expressly assume the hazards and risks associated with any and all Activities at which I am present and in which I participate.

In consideration for being permitted to attend and participate in the Activities, I hereby acknowledge and agree that:

- I hereby forever release and hold harmless Groupon, Inc. and its affiliated and related entities, and its and their officers, directors, agents, employees, representatives, contractors and volunteers (collectively, the "Groupon Parties"), from any liability or responsibility whatsoever and any and all claims, demands, damages, rights of action or causes of action directly or indirectly arising out of or in connection with my participation in any Activities, including, without limitation, any injuries, disability, death or loss or damage to person or property resulting therefrom, in each case whether caused by negligence or otherwise.
- I hereby give the Groupon Parties and their assigns, successors in interest and licensees the irrevocable right to: (i) film, photograph (still, film, tape or otherwise) and record (video and/or audio) my name, voice, picture, portrait, photograph and/or likeness (collectively, "Likeness") in connection with the Activities; and (ii) use, edit, copy, distribute, display, publish, perform and create derivative works from (and authorize the use, editing, copying, distribution, display, publication, performance and creation of derivative works from) such film, photography, recordings and any other product or results thereof (collectively, "Work Product"), for any purpose whatsoever throughout the world (including, without limitation, for incorporation into news, public relations, marketing, promotional, advertising or other materials in connection with the Groupon Parties or their business, events, products or services), in perpetuity, in any and all media, without limitation and without compensation. I hereby waive any right to inspect, modify or approve any intermediate or finished version(s) of the Work Product.

By signing below, I am not relying on any oral or written representation or statements made by the Groupon Parties, other than what is set forth herein.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY AGREEING TO IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO ENTER INTO THIS AGREEMENT, WHICH SHALL BE A BINDING COMMITMENT.

Signature: _____

Date: _____

Print Name: _____

Emergency Contact

Name: _____

Phone No.: _____