



ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT

In consideration of my participation in the _____ (describe purpose/event hereafter referred to as the "Event") at Applebee's Neighborhood Grill and Bar in _____ (Applebee's Address) on _____, 20____, I hereby understand and knowingly agree to this release of liability, waiver of legal rights and assumption of risk and to the terms hereof as follows for myself and/or for the participating minor for whom I am the legal parent or guardian:

1. I acknowledge that all activities, including the Event, in a restaurant environment have inherent risks of serious injury, which might result not only from my own actions, but also the action, inaction, or negligence of others, or the condition of the premises or of any equipment used. Furthermore, there may be other, unknown risks not reasonably foreseeable at this time AND I EXPRESSLY ANY VOLUNTARILY ASSUME ALL RISKS OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN THE EVENT WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES DESCRIBED BELOW.

2. I take full responsibility for, and I, my heirs, personal representatives or assigns RELEASE AND HOLD HARMLESS and WILL NOT SUE OR MAKE A CLAIM against Applebee's, Inc., Flynn Restaurant Group LP, Apple American Group LLC and their respective subsidiaries, affiliates, successors and assigns, principals, officers, directors, employees, agents and volunteers ("Released Parties"), from any and all liability, claims, demands or causes of actions, as well as loss or damage to my property, that I may hereafter have for injuries or damages arising out of my participation in the Event, including but not limited to, losses, injuries or any harm CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs including attorney's fees, incurred in connection with any action brought as a result of participation in the Event by any of the undersigned. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from any injury, or death, sustained from participation in the Event, including any and all claims for negligence against the Released Parties.

I further represent that I am at least 18 years of age;

OR

As the legal parent or guardian of the participant, I am signing this document on behalf of my minor child and agree to be specifically bound to all terms and conditions of this agreement.

This Release shall be subject to and governed by the laws of the State where the Event occurs.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN THIS DOCUMENT ON MY OWN FREE WILL on this day, _____ of _____ 201____

Signature of Adult Participant, Guardian or Parent: _____

Printed Name of Adult Participant, Guardian or Parent: _____
(please print name)

Name of Participant if under the age of 18: _____