

RELEASE OF LIABILITY AGREEMENT

In consideration of my participation and/or attendance in the Hunger Runs, or any related events and activities (referred to herein as "The Hunger Runs" or The Hunger Runs Activities" as the context requires), I acknowledge, represent, and agree that (if Participant is a minor or under disability, must be signed, agreed, and acknowledged by parent or legal guardian):

GENERAL: Risks of the Hunger Runs Activities include, but are not limited to: injury to the head, neck or spine; injury to muscles, ligaments, tendons, bones, and other connective tissues; injury to internal and external organs, loss of or damage to sight, hearing, or teeth; long or short term disability; loss of income, career opportunities or the employment of life and pain; and scarring or disfigurement. The causes of possible injury are many, including but not limited to: injury from bodily contact, incidental or inherent in the nature of the activity; slipping and falling or tripping on surface, regardless of physical environmental conditions; injury from warming up, practicing or training in preparation; injury due to supervision or lack of supervision by Shimiben International Inc., employees or agents, including officials, captains, or to rules or regulations and instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself, particularly in activities involving contact (or potential contact) with other persons, equipment, or balls; or injury due to a disparity among other participants or teams with respect to experience level, strength, height, weight, age, ability, and the relative competitiveness or maturity of, between or among other participants and, malicious acts of other participants, regardless of whether Shimiben International Inc., had or should have had knowledge of the likelihood of malicious acts of other participant. The risk of injury from many of the activities is significant, including the potential or permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk serious injury cannot be eliminated.

ASSUMPTION OF RISK: I knowingly and freely assume all risks related to or aspiring out of any Shimiben International Inc., activity, both known and unknown. Even if aspiring from the negligence of the releases (as defined in the next paragraph) or others and assume full responsibility for my participation.

RELEASE OF LIABILITY: I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin and whomever else may have an interest either at common law or by operation of statute, hereby release, waive, relinquish, discharge, and covenant not to sue Shimiben International Inc., its officers, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Hunger Runs Activities ("Releases"), from liability from any and all claims for any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, sustained as a result of, arising out of or related to any Hunger Runs activities, to the fullest extent permitted by law.

INDEMNITY: I further agree to identify, defend, save, and hold harmless the Releasees from and against any and all claims, demands, liabilities, damages, actions, causes of action, losses, injuries, costs, or expenses, including attorneys' fees arising out of or in any manner connected with my participation in any Hunger Runs activities, except to the extent caused solely by the willful misconduct of the Releasees. I acknowledge that the agreements made herein were and will continue to be a material and important consideration and inducement to Shimiben International Inc.'s admittance of me to any The Hunger Run activities.

REPRESENTATIVES and WARRANTIES: I represent and warrant I am in good physical condition and able to safely participate in any Hunger Runs Activities in which I participate. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such attention to the nearest official immediately. I will not exceed my physical abilities during any Hunger Runs activities. I acknowledge that Shimiben International Inc., has made no recommendations or determinations as to my fitness of ability to participate in any Hunger Runs activities. I represent and warrant that I shall periodically and needed consult with my physician, and shall not engage in any activity which is more rigorous than that recommended by such physician. I further agree that I will not use any equipment unless I have thoroughly familiarized myself with the correct use and operation thereof. I further agree that I shall not participate in any activity if I am ill, in poor health, or have any condition which might make my participation in the activity dangerous to me of if I have reason to believe I am injured or may become injured. I represent and warrant Shimiben International Inc., that I have full legal authority to complete this registration process and agree to this Agreement.

SEVERABILITY: I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY AND INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE SHIMIBEN INTERNATIONAL INC., FROM ALL LIABILITY IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE OF ANY HUNGER RUNS ACTIVITIES.

PARTICIPANT NAME: _____ PARTICIPANT SIGNATURE: _____

PARENT/GUARDIAN NAME (minors only): _____ PARENT/GUARDIAN SIGNATURE: _____

