

**The Box Event Center CONSENT, RELEASE, and WAIVER OF LIABILITY,
ASSUMPTION OF THE RISK, and INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to attend, compete, officiate, observe, work for, or participate in any way at The Box Event Center's related events and activities ("the Event(s)"), the undersigned, on behalf of myself, my minor child, our executors, administrators, heirs, next of kin, successors, and assigns, acknowledges, represents, agrees, and appreciates that: (1) The participation at the Event(s) is of personal satisfaction and benefit and is freely and willingly given; (2) the Minor and/or myself, as participant, is in good health, physically fit, and able to take part in the Event(s), and that if at any time I develop any concern in my child's and/or my readiness for participation in the Event(s) itself, I will remove my child and/or myself from the participation and bring such attention to the nearest official immediately; (3) The risks of injury and illness (including communicable diseases such as MRSA, influenza, and COVID19) to my child and/or myself from the activities involved in the Event(s) are significant, including the potential for permanent disability, paralysis, and death, which may be caused by the participant's actions or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the Released Parties, named below, and that there may be other risks either not known to me or not readily foreseeable at this time, and I knowingly and freely assume all such risks and all responsibility for losses, costs, and damages incurred as a result of participation in the Event(s); and (4) I, as parent/guardian, have explained to the Minor the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that the Minor is in understanding with the same and with this Agreement.

I consent to my and/or the Minor's participation in the Event(s) and HEREBY KNOWINGLY AND FREELY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASED PARTIES NAMED BELOW.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE CITY OF BOX ELDER, ATLANTIS, LLC, AND THEIR AFFILIATED PARTNERS, OWNERS, MANAGERS, AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH THE MINOR, I, MY AND THE MINOR'S HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HERINAFTER ACCRUE ON MY OR THE MINOR'S BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY OR THE MINOR'S PARTICIPATION IN THE EVENT(S).

If, despite the release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the Released Parties named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASED PARTIES and each of them from ANY LITIGATION, EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COSTS THEY MAY INCUR DUE TO THE CLAIM OR CLAIMS MADE AGAINST ANY OF THE RELEASED PARTIES NAMED ABOVE, WHETHER THE CLAIM OR CLAIMS IS BASED ON THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

I, on behalf of myself, the Minor, and all other assigns, with legal capacity and authority to do so, HAVE READ THIS CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNITY AGREEMENT, AND I UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR ANY AND ALL DAMAGES INCURRED OR THOUGHT TO BE INCURRED AS A RESULT OF USING THE FACILITIES, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Participant's Signature (Regardless of age): _____ Date signed: _____

Parent/Guardian's Name (if registrant is under 18 years of age): _____

Parent/Guardian/s Signature: _____ Date signed: _____