



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AND PARENTAL CONSENT AGREEMENT
("AGREEMENT")**

NOTICE: THIS AGREEMENT AFFECTS YOUR RIGHTS AND YOU SHOULD CAREFULLY READ IT

In consideration of being permitted to participate in any way in Glide on Grove skating activities during the 2023-24 holiday season ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity, and that it is my voluntary act to participate in this Activity as my own free choice, and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND THAT: (a) the Activity INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING BUT NOT LIMITED TO FRACTURES, LACERATIONS, SPRAINS, HEART ATTACK, STROKE, CONCUSSION, PAIN AND SUFFERING, PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these RISKS and dangers may be caused by my own actions or inactions or the actions or inactions of others participating in, supervising, aiding in, or otherwise taking part in the Activity, the condition in which the Activity takes place, OR THE NEGLIGENCE OF THE RELEASEES named below; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS AND ATTORNEYS' FEES AND COSTS, I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY RELEASE, WAIVE DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE The DOWNTOWN BOISE FOUNDATION, THE DOWNTOWN BOISE ASSOCIATION, THE CITY OF BOISE, THE CAPITAL CITY DEVELOPMENT CORPORATION, Boise Centre and the Greater Boise Auditorium District (the "DBF", "DBA", "City", "CCDC", "BC" and "GBAD" and all collectively as "Releasees"), their respective owners, administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessees of premises on which Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS, ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER WRONGDOING OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I or anyone on my behalf, makes a claim against any of the RELEASEES arising from participation in Glide on Grove skating activities, I will indemnify, save and hold harmless each of the RELEASEES from any litigation expenses, attorneys' fees, loss, liability, damage, or cost which any of the RELEASEES may incur as the result of such claim. By my participation in these skating activities and or use of the facility, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused

in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of the Releasees, or by any other person. This waiver and release is intended to include all claims for injuries, accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with the Glide on Grove skating activities.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT VOLUNTARILY, FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I AGREE THAT THIS AGREEMENT, AND ITS INTERPRETATION AND ENFORCEMENT, SHALL BE CONTROLLED BY IDAHO SUBSTANTIVE LAW.

PRINTED NAME OF PARTICIPANT:

ADDRESS:

(Street)

(City)

(State/Province)

(Zip)

PHONE: _____

PARTICIPANT'S SIGNATURE (only if age 18 or over):

DATE:

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS, ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER WRONGDOING OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE ARISING FROM PARTICIPATION IN GLIDE ON GROVE SKATING ACTIVITIES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY, DAMAGE, OR COST ANY OF THE RELEASEES MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____

(Street)

(City)

(State/Province)

(Zip)

PHONE: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____

DATE: