

Participant Release, Waiver and Indemnity

**ATTENTION: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.**

In consideration of being permitted to participate in any way in the BARN TOURS organized by Century Downs Racetrack and Casino (the "Company") at their location on the ____ day of _____, 2022 (the "Activity"), I, for myself, my personal representatives, assigns, heirs and next of kin:

- 1) ACKNOWLEDGE, agree and represent that I understand that:
 - a) I am qualified, in good health and in proper physical condition to participate in the Activity. I further agree that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity;
 - b) The Company and/or the sponsor of the Activity (the "Sponsor"), if any, may use my name and likeness for any and all promotional purposes without further compensation or permission;
 - c) The decisions of the Company and the Sponsor are final with respect to all aspects of the Activity, including but not limited to, eligibility of participants, rules of the Activity, and the awarding of prize(s), if any.
- 2) FULLY UNDERSTAND that the Activity may involve risks and dangers of serious injury, including permanent disability, paralysis and death ("risks"); these risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants in the activity, the condition in which the activity takes place, or the negligence of the releases named below; there may be other risks and social and economic losses; and I fully accept and assume all such risks and responsibility for losses, costs and damages which I incur as a result of my participation in the activity.
- 3) HEREBY RELEASE, discharge, covenant not to sue, and agree to indemnify, save and hold harmless the Company, other participants, any Sponsors or advertisers, and their respective administrators, directors, agents, owners, officers, volunteers or employees (each considered one of the "Releases" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of the Releases 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 claim against any of the Releases, I will indemnify, save and hold harmless each of the Releases from any litigation expenses, attorney fees, loss, liability, damage, or cost which any and all of them may incur as the result of such claim.
- 4) ACKNOWLEDGE, agree and represent that I am of lawful age and legally competent to sign this Release and Waiver of Liability and Agreement to Participate.



I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT 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 THE AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF I have set my hand on the date set out below.

Participant Signature (if over 18)

Witness Signature

Participant Name (Please Print)

Witness Name (Please Print)

Date of Signing

Date of Signing

PARENT OR GUARDIAN (required where Participant is under the age of 18):

I am the minor's parent and/or legal guardian and understand the nature of the Activity, 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 the Activity. I hereby release, discharge, covenant not to sue and agree to indemnify, save and hold harmless each of the Releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of the Releases or otherwise, including negligent rescue operations; and further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, the minor, or anyone on the minor's behalf, makes a claim against any of the Releases, I will indemnify, save and hold harmless each of the Releases from any litigation expenses, attorney fees, loss, liability, damage, or cost which any and all of them may incur as the result of any such claim.

Name of Minor: _____

Birth Date of Minor: _____

Parent/Guardian Signature

Witness Signature

Parent/Guardian Name (Please Print)

Witness Name (Please Print)

Date of Signing

Date of Signing