

# PARTICIPANT (NON-ATHLETE) RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Simplot Games – February 2020

**PARTICIPANT (NON-ATHLETE) NAME:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_ **AGE:** \_\_\_\_\_

THIS PARTICIPANT (NON-ATHLETE) RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“Release”) is effective as of the date signed below by the above-named participant (“Participant”) in favor of J. R. SIMPLOT COMPANY, a Nevada corporation, its subsidiaries and affiliates, and their respective affiliates, parent companies, directors, officers, shareholders, limited liability company members, constituent partners, employees, subsidiaries, representatives, agents, successor corporations, assigns, officials, sponsors, advertisers and volunteers (collectively, “Simplot”). Non-athlete Participants include, but are not limited to, volunteers, coaches, and officials.

Participant desires to engage in activities related to being a non-athlete participant for the track meet known as the Simplot Games (the “Activities”). Participant understands that s/he will receive no compensation or remuneration for their services and will not be eligible for any employee benefits. In exchange for being allowed to participate in the Activities and for other good and valuable consideration, Participant, for herself/himself, and on behalf of her/his spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns hereby freely, voluntarily, and without duress executes this Release and agrees to the following contractual representations and terms:

1. Assumption of Risk. Participant agrees s/he is solely responsible for his/her own safety and well-being at all times and under all circumstances while participating in the Activities. Participant is aware and understands that the Activities may be inherently dangerous and may expose Participant to a variety of foreseen and unforeseen hazards and risks, including, but not limited to, falls, contact with other Participants and athletes, the condition of the premises and/or equipment used, extremes of temperature or humidity, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis loss of life, loss of or damage to equipment/property, and other undefined risks and dangers (“the Risks”). Participant acknowledges that s/he is voluntarily participating in the Activities and have considered the Risks. Participant hereby expressly and specifically assumes such Risks and responsibility for any damages, liabilities, losses or expenses incurred, including any and all risk of injury, harm or loss to person or property that Participant may incur as a result of participation in the Activities. If Participant is an employee of Simplot, Participant understands that Simplot does not require Participant to participate in these Activities and Participant’s participation in the Activities is not within the course of its employment with Simplot.
  
2. Release, Waiver, and Indemnification. Participant hereby fully and forever releases, expressly waives and covenants not to sue, and further agrees to indemnify, defend and hold harmless the following parties, as relevant and applicable in each instance: Simplot; the Simplot Games, its members, representatives, and directors; USATF; the host organization and the facility, venue and property owners or operators upon which the Simplot Games takes place; and any other organizers, promoters, sponsors, advertisers, coaches and officials for the Simplot Games; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the “Released Parties”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys’ fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to Participant’s participation in the Activities, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties. Participant further agrees that if, despite this Agreement, Participant, or anyone on its behalf, makes a claim for Liability against any of the Released Parties, Participant will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties, as relevant and applicable in each instance.

**PARTICIPANT UNDERSTANDS THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT PARTICIPANT MAY HAVE AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**

3. Medical Treatment. Participant hereby gives consent and authority to Simplot to obtain medical treatment on Participant's behalf if they require medical attention during participation in the Activities. Participant understands and agrees that s/he is solely responsible for all costs related to such medical treatment and medical transportation. Participant hereby releases, forever discharges, and holds harmless Simplot from any claim whatsoever in connection with such treatment or other medical services.
4. Insurance. PARTICIPANT UNDERSTANDS THAT SIMPLOT DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, WORKERS' COMPENSATION, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF ANY INJURY, ILLNESS OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY.
5. Photographic Release. As a condition of Participant's participation in the Activities, Participant understands and agrees that during the Activities Participant may be photographed and/or videotaped by Simplot for internal or promotional use, and hereby grants Simplot, the Simplot Games, and Simplot Games directors and representatives a license to use Participant's name, likeness, image, photograph, voice, video, biographical and other information (collectively, "Likeness"), in perpetuity and in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, compensation, restriction or liability, but only for the purposes of advertising or promoting the Simplot Games.
6. Miscellaneous. Participant agrees that this Release represents the full understanding between the parties and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted by law. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of Simplot and Participant and each of their respective heirs, family members, spouse, guardians, personal representatives, executors, administrators, legal representatives, successors, and permitted assigns. This Release shall be governed by and interpreted in accordance with the laws of the State of Idaho, without regard to conflicts of law rules or principles.

Participant hereby warrants that s/he (or a parent or legal guardian ("Guardian"), if Participant is under the age of 18) is of legal age and competent to enter into this Agreement, that s/he read this Agreement carefully, understands its terms and conditions, acknowledge that s/he will be giving up substantial legal rights by accepting it (including the rights of his/her spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that s/he has accepted this Agreement without any inducement, assurance or guarantee, and intends for his/her acceptance to serve as confirmation of his/her complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

If Participant is under the age of 18, the Guardian hereby agrees: a) the Guardian acknowledges and understands the Risks, as defined above; b) the Guardian acknowledges the rights waived by both the Guardian and the Participant by accepting this Agreement; and c) the Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the Participant's participation in the Activities, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties.

**[SIGNATURE FOLLOWS ON THE NEXT PAGE]**

**BY SIGNING, PARTICIPANT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT PARTICIPANT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SIMPLOT.**

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Signature of Participant Date

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Home Address

**If the Participant is under 18 years of age, a parent or legal guardian must also sign.**

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release.

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Signature of Parent or Legal Guardian Date

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Print Name of Parent or Legal Guardian

**Emergency Contact Information**

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Contact Name	Relationship	Telephone Number
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Any allergies, medications, or other information needed in an emergency

**RETURN THE COMPLETED FORM BY FEBRUARY 1, 2020.**

Please return this completed form by scanning and e-mailing to [info@simplotgames.com](mailto:info@simplotgames.com); by faxing to 208-235-5676; or by mailing to Simplot Games, PO Box 912, Pocatello, ID 83204.