



Participation Waiver

As a Downtown Mini Golf participant (signed and printed at the bottom of this waiver) on June 15th, 2024, hereby assume any and all risk associated with my participation in any Downtown Billings Association and its subsidiaries (hereinafter known as 'DBA') sanctioned event, game or related activities and any other outings and events. I have read and understand the DBA's event terms and conditions, and agree to abide by them. I fully release and discharge the DBA and its agents from any and all claims for injuries, damages or losses, including negligence, sustained during any and all activities associated with the activities of the DBA.

I acknowledge, agree and represent that I understand the nature of "Downtown Mini Golf Tournament" and other associated activities, and that I am qualified, in good health and in proper physical condition and do not suffer from any medical conditions or diseases that might in any way hinder or prevent me from fully participating in "Downtown Mini Golf Tournament" or other associated activities, or make me more susceptible to injury or harm while participating. 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. I fully understand that "Downtown Mini Golf Tournament" and other associated activities involve risk and dangers of physical bodily injury ("Risk"); I fully understand these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of participating in the activity, the action or inactions of others participating in the activity, the condition in which "Downtown Mini Golf Tournament" and other associated activities take place, or the negligence of the "Releasees" named below; I fully understand 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 I incur as a result of my participation in "Downtown Mini Golf Tournament" and other associated activities.

I hereby indemnify, release, discharge and covenant not to sue the DBA and its subsidiaries, the participating businesses, respective administrators, directors, agents, members, officers, volunteers, and employees, other participants, any sponsors, advertisers, and the owner and lessors of the premises on which DBA games and activities take place (each considered as one of the "Releasees" herein) from all liabilities, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence 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, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liabilities, damage, or cost which may incur as a result of such claim.

The participants agree to not hold the DBA, the City of Billings, Yellowstone County, event sponsors, responsible for any damage, expense, or liability arising from injury or damage to said participant or caused by said participant.

Further and additionally, I hereby release, discharge and hold harmless the DBA and associated subsidiaries and Release them from any and all liability that may arise directly or indirectly at any time, by reason of any injury, death, damage, loss, or expense incurred in connection with (i) my participation in the event of "Downtown Mini Golf Tournament" or other associated activities themselves, or (ii) my attendance at any social or charitable event or gathering that may be organized, authorized, or paid for by the Releasees, individual "Downtown Mini Golf Tournament" players. I fully authorize the DBA and affiliates to use my name, likeness or image for purposes of advertising, marketing, promotion or trade without further compensation, except where prohibited by law; and I further acknowledge and agree that any images or recordings obtained or procured by DBA shall be the sole and exclusive



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property of the DBA, and may be published, broadcast or otherwise disseminated at the sole and exclusive discretion of the DBA.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights accepting it and have accepted it freely and without inducement or insurance of any nature and intended to be a complete and unconditional release of all liabilities. By accepting the rules and terms of this waiver, I acknowledge that I have read the entire contents of this waiver, understood it, and agree to be bound by its terms.

Golfer's Printed Name: _____ < if minor, Printed Name of Parent of Guardian: _____

Signature: _____ Date: _____

Golfer's Printed Name: _____ < if minor, Printed Name of Parent of Guardian: _____

Signature: _____ Date: _____

Golfer's Printed Name: _____ < if minor, Printed Name of Parent of Guardian: _____

Signature: _____ Date: _____

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