

**VOLUNTARY RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AND
RELEASE AND LICENSE FOR PERSONAL INFORMATION ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in any present or future Rush Foundation, LLC and/or Rapid City Professional Hockey, LLC d/b/a Rapid City Rush on or off ice Activities including, but not limited to: standing; walking; running; skating; dancing; being present for; participating; observing; or officiating; in any game, practice, challenge, contest, activity, event or promotion; whether on or off of any ice surface (collectively "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 Activities 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) these ACTIVITIES INVOLVE **RISKS AND DANGERS** OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these RISKS and dangers may be caused by my own actions or inactions of others participating 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 I incur as a result of my participation or that of the minor in the Activity.
3. REQUEST and may be granted permission to enter **RESTRICTED AREAS** (called "permissive entry"). In consideration of "permissive entry" to the restricted area, which is the area from which admission to the general public is restricted, which includes but is not limited to the ice surface, adjacent walkways, concessions, and any other appurtenances in the arena, I for myself, my personal representatives, heirs, next of kin, spouse and assigns, DO HEREBY: RELEASE, DISCHARGE AND COVENANT NOT TO SUE the RELEASEES from any and all claims and liability arising out of strict liability or ordinary negligence of releasees or any other participant which causes the undersigned injury, death, damages or property damage. I hereby covenant to hold releasees harmless and indemnify releasees for any claim judgment or expense releasees may incur arising out of the Activities or my activities or presence in the restricted area.
4. I UNDERSTAND that my entry into the restricted area and/or participation in the Activities contains serious DANGER AND RISK OF INJURY OR DEATH, that conditions of the ice surface change from time to time and may become more hazardous, and that there is INHERENT DANGER in on ice activities which I appreciate and voluntarily assume, because I choose so to do. I understand that any carpet or material placed upon the ice may slip or move and also that other contestants and participants pose a danger to me, nevertheless, I VOLUNTARILY ELECT TO ACCEPT ALL RISKS connected with my entry into the restricted area and/or participation in any events or Activities.
5. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** Rush Foundation, LLC and/or Rapid City Professional Hockey, d/b/a Rapid City Rush, the City of Rapid City d/b/a the Rushmore Plaza Civic Center, the Central Hockey League, their respective administrators, directors, agents, officers, members, volunteers, and employees, players, other participants, any sponsors, advertisers, and, if applicable, owners and lessees of premises on which any Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, 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; that this Agreement shall apply to any incident, injury, property loss or damage, accident or death occurring on or near any Activity 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 or threatens to make a claim against any of the Releasees, I will indemnify Releasees from any expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such threat or claim.
6. **RELEASE AND LICENSE FOR PERSONAL INFORMATION.** I grant the Rush Foundation, LLC and/or Rapid City Professional Hockey, d/b/a Rapid City Rush ("Grantee") permission to use, exploit, adapt, modify, reproduce, distribute, publicly perform and display, in any form now known or later developed, my image or visual likeness, my name and/or my voice ("Personal Information") throughout the world, by displaying them on any media or incorporating them into publications, advertising, promotional materials, and/or other media (the "Works"). I release,

and hereby agree to indemnify, defend, and save harmless Grantee, its agents, employees, licensees and assigns from any and all claims I, or any third party, may have now or in the future for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out of the use, exploitation, reproduction, adaption, distribution, broadcast, performance or display of Personal Information. I understand and agree that Grantee is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Works, and any commercial, informational, educational, advertising, or promotional materials containing the Personal Information.

7. I HAVE READ THIS AGREEMENT, 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 THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS AGREEMENT SHALL GOVERN ALL PRESENT AND ANY FUTURE ACTIVITIES AS WELL AS ALL WORKS OBTAINED IN CONNECTION WITH THE SAME.

PRINTED NAME OF PARTICIPANT: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____ **Age:** _____

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

DATE: _____

PARENTAL CONSENT

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 ON THE MINOR'S 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 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, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST ANY MAY OCCUR AS THE RESULT OF ANY SUCH CLAIM. I ALSO, ON BEHALF OF THE MINOR, EXECUTE THE **RELEASE AND LICENSE FOR PERSONAL INFORMATION** UNDER THE TERMS THEREIN PROVIDED.

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____

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

DATE: _____