

WAIVER OF LIABILITY, RELEASE, AND INDEMNITY AGREEMENT

This is a legal document that releases liability and waives certain legal rights, including a release and liability regarding contracting the COVID-19 virus. Complete and up to date information related to the COVID-19 pandemic can be found at <https://coronavirus.idaho.gov> and <https://www.coronavirus.gov>. You are strongly encouraged to review the information from these government websites prior to signing.

In consideration for privileges associated with membership in the Boise Aeros, LLC (“the Club”), which includes, but is not limited to, using the facility known as the House of Pain (“HOP”), I agree, represent and warrant that I will not utilize the HOP if I: (i) experience symptoms of COVID-19, including, without limitation, loss of taste or smell, fever, cough or shortness of breath; (ii) have a suspected, diagnosed or confirmed case of COVID-19; or (iii) have had exposure to any person who has a suspected, diagnosed, or confirmed case of COVID-19 within 14 days of any HOP sign-up date. I agree to notify the Club immediately if I believe that any of the foregoing use restrictions apply.

I understand that it is not always possible to determine who has or has not been exposed to, or contracted, the COVID-19 or similar virus and that due to the nature of viruses, nearly any individual could spread disease. I further acknowledge and agree that, due to the nature of the HOP facility, social distancing of 6 feet per person is not always possible. I fully understand and appreciate both the known and potential dangers of utilizing the HOP and acknowledge that my use of the HOP may, despite the Club’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. I voluntarily consent to assume these risks.

IN FURTHER CONSIDERATION of being granted Club membership privileges, which includes permission to enter and use the HOP facility, I HEREBY AGREE TO THE FOLLOWING:

I hereby waive, discharge and covenant not to sue the Club, its directors, officers, employees, volunteers and agents from all liability to me and to all my personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demand on account of any damage or any injury to, or an illness or the death of myself (or any person who may contract COVID-19, directly or indirectly, from me), whether caused by the negligence, active or passive, of the Club or otherwise while I am in or using the HOP facility or participating in a Club event.

I agree to indemnify and save and hold harmless the Club, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by negligence, active or passive, or otherwise, while I am in or using the HOP facility or participating in a Club event.

I acknowledge that the use of the HOP facility may involve inherent danger and risk, including, without limitation, the risk of property damage, physical illness, bodily injury, or death, and I hereby assume full responsibility for, and risk of property damage, physical illness, bodily injury, or death to myself due to negligence, active or passive, or otherwise while in or using the HOP facility or participating in a Club event.

I acknowledge that the HOP is a member cleaned facility. I have read the cleaning procedures the Club has adopted applicable to the HOP, and I agree to abide by the cleaning procedures and perform all cleaning duties after each of my rides at the HOP.

I have carefully read and voluntarily sign this assumption of risk, waiver of liability, release, and indemnity agreement and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I am aware that by agreeing to the terms herein, I am giving up valuable legal rights, including the right to recover damages from the Club in case of illness, injury, death, or damage, including, without limitation, exposure to COVID-19 while using the HOP and any illness, injury or death resulting therefrom. I understand that this document is a promise not to sue and a release and indemnification for all claims.

I have read and understand the terms of this Agreement and agree to its terms.

Signature of Member

Print Name of Member

Date