



PARTICIPANT RELEASE FORM

EVENT NAME: BlackJack Men's Gymnastics Meet

EVENT DATES: Feb 19-21, 2021

GAUGHAN SOUTH LLC
FULL AND UNCONDITIONAL RELEASE
FOR PARTICIPATION
("SOUTH POINT PARTICIPATION RELEASE")

1. RELEASED PARTIES DEFINED

The "Released Parties" for the following event: **2021 BlackJack**, are Gaughan South LLC, and **Dusty Ritter Gymnastics** (Event Promoter), any sponsor company of the Event, and any of the above listed companies' officers, directors, employees, shareholders, contractors, affiliates, agents and representatives, (individually and collectively referred to as "Released Parties"). This entire agreement is referred to as the "South Point Participation Release."

2. EXPRESS ACKNOWLEDGEMENT, ACCEPTANCE AND ASSUMPTION OF RISKS

The undersigned participant is fully aware, completely understands, and accepts that participation in the Event, whether as a contestant, employee, volunteer, exhibitor, sponsor or spectator, is dangerous and that the events and activities associated with, relating to, arising out of, and concerning this participation present substantial, serious, and real risks of personal injury or death to the undersigned participant, and the loss of, damage to, or destruction of the undersigned participant's personal property.

The undersigned participant, by his/her signature below, fully and completely accepts and assumes these substantial, serious, and real risks whether or not apparent, known, unknown, foreseen, unforeseen, present or contingent, and whether or not caused by any negligence of the Released Parties, or the negligence of any contestant, volunteer or spectator including but not limited to, any negligence associated with the design or designing, staging, supervising, maintaining or in any way presenting, conducting or sponsoring the Event.

3. FULL AND UNCONDITIONAL WAIVER AND RELEASE

Regarding Section 1 and Section 2 above, which are incorporated into this Section 3, the undersigned participant expressly and completely waives, releases, discharges, holds harmless and otherwise agrees not to sue any of the Released Parties in any manner for any claim, loss or damage, or through any forum, at common law or under any statute, rule, regulation, order or law.

The undersigned participant also completely waives, releases, discharges, and otherwise holds harmless any and all Released Parties from any charges, demands, damages, attorney's fees, costs or losses or expenses of any kind whether in law or in equity, which he/she could assert for all damages or destruction associated with, relating to, concerning, or arising out of the substantial, serious, and real risks acknowledged, understood, assumed, and expressly accepted in this South Point Participation Release.

4. ASSURANCES

The undersigned participant has read this South Point Participation Release, has had an adequate and sufficient opportunity to consider it and have it explained to him or her. The undersigned participant fully understands and agrees that this South Point Participation Release is to be interpreted and applied in the broadest and most comprehensive manner in favor of the Released Parties.

The undersigned participant has full power authority, capacity and right without limitation to sign, deliver and perform this South Point Participation Release. The undersigned participant further understands, acknowledges, and agrees the he/she is knowingly and voluntarily signing the South Point Participation Release with full knowledge and understanding of its contents and meaning and with an intent to be bound thereby.

5. BINDING EFFECT

This South Point Participation Release shall be and is binding upon the undersigned participant and his/her spouse, legal representatives, heirs, successors and assigns. The undersigned agrees that this South Point Participation Release is governed by the laws of the State of Nevada.

6. By signing this release, I have read, understand and intend to abide by the South Point Hotel Rules & Regulations.

**** Multiple Participants may sign the same sheet. ****
If Participant is a minor, both minor participant and a legal guardian must sign.

Participant Print Name: _____ Sign Name: _____ Date: _____

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Participant Print Name: _____ Sign Name: _____ Date: _____

PRIZE MONEY:

If applicable for this event, the TENANT agrees to be responsible for the payment of any prize money awarded at this Event. The TENANT agrees to indemnify, defend, and hold harmless the SOUTH POINT and its affiliates, agents, officers and employees from any liability, claims, costs, actions and expenses, including legal fees, that may arise out of or from the failure of TENANT to make payment of the prize money to a participant in the Event.

WAIVER:

SOUTH POINT will furnish the TENANT with a "Release of Liability" Waiver for this Event. The SOUTH POINT requires any exhibitor, participant, contestant, trainer, or any other individuals participating in this Event in any capacity, to sign this waiver. It is understood that TENANT is responsible for having all waivers signed at the time of Move-In, and delivered to the SOUTH POINT prior to the start of the Event.