

RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING.
AFTER SIGNING THE RELEASE FORM, RETURN IT TO THE ORGANIZATION YOU
RECEIVED IT FROM.

I understand that the purpose of "Night of the Stars" is to provide individuals with special needs, including physical or mental disabilities, hereinafter referred to as the "Stars", the opportunity to enjoy Silverwood Theme Park without charge. In consideration of receiving complimentary admission to Silverwood Theme Park's Annual "Night of the Stars", the undersigned, for him/herself, their spouse, legal representatives, heirs and assigns, hereby waives, releases and discharges Silverwood Theme Park, Silverwood Inc., its officers, agents, employees, principals, and each of them, from any damage, and any claim or damages resulting where from, on account of injury to the undersigned's person or property, even should such injury result in death, whether caused by the negligence of the or otherwise, during the undersigned's visit to Silverwood Theme Park and the use of any and all of its facilities, rides, or attractions on May 15, 2020.

The undersigned further agrees to indemnify all releases from any loss, liability, damage or cost that may incur due to the entrance, admission and use of the facilities, rides and attractions of Silverwood Theme Park. The undersigned specifically acknowledges and agrees that in consideration of Silverwood's charitable efforts to accommodate a large group of disadvantaged and disabled persons, the undersigned waives and agrees to fully release and hold harmless Silverwood Theme Park from any claims arising out of or involving in any way a preexisting disability or impairment of the Star or their guests, including waiver of any claims that could be made under the Americans with Disabilities Act or any other state, federal or local rule relating to persons with disabilities or impairments.

The undersigned hereby assumes full responsibility for the risk of any bodily injury, death or property damage due to the negligence of Silverwood Inc., its officers, agents, employees or principals while in or upon Silverwood Theme Park. Further, the undersigned expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Idaho, and that in the event any portion thereof is held invalid, it is agreed the balance shall, notwithstanding, continue in full force and effect.

In witness whereof, I have executed this release this ____ day of _____, 2020.

READ CAREFULLY BEFORE SIGNING- THIS IS A RELEASE OF LIABILITY

RELEASOR – Signed

RELEASOR – Printed

IF UNDER EIGHTEEN (18) YEARS OF AGE OR UNABLE TO SIGN FOR HIMSELF OR HERSELF A PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING:

I, _____ am the parent or legal guardian of _____, and I have read the foregoing waiver and release of liability, and hereby execute this legally binding agreement for and on behalf of myself, my spouse, and the above named minor child, and fully accept and understand the terms and condition thereof.

- Please remember, the volunteers are here only to ASSIST the parents or guardians.
- All Silverwood rules must be followed at all times.
- Please keep in mind things will be moving at a leisurely pace.
- Remember, this night was specifically designed for our "STARS", so although family members are welcome, please keep in mind the "STARS" come first then, if room permits, the family members may also ride.
- Many of our rides have certain physical requirements in order to participate safely. I understand that all guests ride at their own risk.

PARENT OR GUARDIAN – Signed

PARENT OR GUARDIAN - Printed