

TERMS, CONDITIONS, & RELEASE OF LIABILITY
READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

You may only register for and attend Blue Max: Solid Gold (“the Event”) in accordance with these Terms. To register for the Event, you must complete the Event registration process and pay any registration fee. You must be at least 21 years of age on the first day of the Event. Event registration is subject to availability and may close earlier than the posted deadline, as determined in our sole discretion.

In exchange for participation in **Blue Max: Solid Gold** organized by **Blue Max** and located at **Forest Park Hotel, Prism** and **other locals as specified in the event schedule** (“facilities”) and use of the property and services therein, you hereby agree as follows:

1. **You hereby release, waive, and forever discharge Blue Max (“Releasees”),** their affiliates, successors and assigns, officers, employees, representatives and anyone claiming through them (collectively, the “Released Parties”), in their individual and/or corporate capacities **from causes of action of any nature and kind,** known or unknown, which you may have against Releasees or any Released Parties arising out of or relating to any injury, accident, illness, loss, or damage to person and property that may be sustained as a result of participation in the Event and/or presence at the facilities (“Claims”).
2. **You agree to observe and obey all rules, warnings, directions, and instructions,** whether written, posted, or verbally given by Releasees or their employees, representatives or agents. Released Parties reserve the right to ask you to leave the Event if your behavior causes us concern for the safety or security of Event attendees. If the Released Parties deny you entry or require you to leave, you will not receive a refund.
3. **You understand and recognize that participation in the Event involves inherent risks,** including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis, and/or death, and you assume all related risks and voluntarily participate in the Event.
4. **You agree to indemnify Releasees against any and all claims,** actions, lawsuits, damages, and judgments, including attorney’s fees and litigation costs, arising out of or relating to my participation in the Event and/or presence at the facilities.
5. **You agree to pay for all damages to the property or facilities of the Releasees** caused by any negligent, reckless, or willful actions by me.
6. **This Release for Participation in Event or Event (“Release”) shall not be in any way construed as an admission by the Releasees that they have acted wrongfully** with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that YOU have any rights whatsoever against the Releasee.
7. **You grant Blue Max, its affiliates and independent contractors the right to record, film, photograph, and capture your voice and image in any media at the Event** (the “Items”). By attending the Event, you grant to Blue Max and its affiliates, agents, employees, and assigns a royalty-free right and license to use, reproduce, modify, and distribute, all or any part of the Items and other materials submitted or presented by you (in electronic copy, hard copy, or otherwise) (collectively, the “Materials”). Blue Max may edit the Materials, use them alone or together with other information, and allow others to use and disseminate them.
8. **You agree to refrain from photo, video, and sound recording in certain areas or during certain events** as indicated by Blue Max, their affiliates, officers, and representatives or by posted notice. Blue Max reserves the right to ask you to leave the event and confiscate any devices on which the recordings occur until assured that the recordings are deleted.
9. **Blue Max may need to alter the Activity prior to or during the event and reserves the right to do so without notice.** Blue Max also reserves the right to postpone or cancel the Activity when full refunds will be issued). Blue Max is not responsible for any loss or damage as a result of a substitution, alteration, postponement or cancellation of the Activity or any portion therein.
10. **Blue Max and its affiliates will not be liable for any delay or failure to perform any obligation under these Terms** where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of

terrorism, or war.

11. **This Release shall be binding upon the parties and their respective heirs**, administrators, personal representatives, executors, successors, and assigns. YOU have the authority to release the Claims and have not assigned or transferred any Claims to any other party. Provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended, or modified, except by a written document signed by both parties. The terms of this release shall be governed by and construed in accordance with the laws of the state of Missouri.
12. **By registering for this event, you have carefully read and fully understand all the provisions of this release and freely, knowingly, and voluntarily agree to the terms, conditions, and releases herein.**