

**THE FORGOTTEN CITY 2015
WAIVER OF RIGHT TO SUE AND INDEMNIFICATION**

Participant Name: _____

I, on my own behalf, or as the legal parent and/or legal guardian of and on behalf of the minor child named above, ("Participant"), for and in consideration of the privilege of participating in THE FORGOTTEN CITY, (the "Event") and recognizing that this activity involves certain inherent dangers, do hereby voluntarily and knowingly agree to assume all risks attendant to such activity, known and unknown, obvious and not obvious, natural and man-made, including, but not limited to, significant bodily injury, death, destruction of property, economic harm, criminal acts of third parties, food allergies, motor vehicle accidents, pedestrian accidents and an array of other possible hardships and harms, on either public or private property, and do for myself, for and with my heirs, hereby agree to forever waive all claims against and release, indemnify, defend and hold harmless Nexus Concepts LLC, the City of Boulder City, Black Rock City, LLC, and all of their related entities and affiliates, owners, organizers, regionals, officers, board members, employees, volunteers, sponsors, vendors, affiliates, attorneys, agents and representatives, and his, her, its and their heirs, employees, sponsors, family, vendors, agents and representatives, all in any and all legal capacities (collectively, the "Organizers"), from and against any and all liability, claims, suits, losses, damages and causes of action, including all expenses of litigation and/or settlement for death, injury to, or death of any person, or for loss of, damage to, or loss of use of any property arising out of or in connection with participation in the Event. Such indemnity shall apply regardless of cause or of any fault or negligence of the Organizers. It is the express intention of the parties hereto, both participant and the Organizers, that the indemnity provided for in this paragraph is indemnity by the participant to indemnify and protect the Organizers, from the consequences of the Organizers' own negligence or participant's own negligence, whether that negligence is the sole or concurring cause of any injury, death, loss or damage.

HEALTH CERTIFICATION:

I certify that Participant has not been advised by a healthcare professional that Participant should not participate in the Event or other similar physical activities. In the event Participant is injured as a result of his/her participation in the Event, and it becomes necessary that he/she receive medical treatment, I expressly release the Organizers and waive any and all claims against the Organizers for any and all liability incurred as a result of the medical treatment received. This release and waiver expressly includes all costs of emergency care and/or transportation. I grant permission for any emergency medical treatment, operation, or anesthesia that might become necessary, and authorize the Organizers to transport Participant during the course of the Event should medical assistance become necessary. I understand that notwithstanding the foregoing authorizations and releases, the Organizers have no obligation to provide any medical treatment or assistance.

NAME AND LIKENESS RELEASE:

I authorize the Organizers to use Participant's name and likeness and release the Organizers, from any liability for use of same. I understand that this is a lifelong, irrevocable right that may not be limited by me or the Participant in any way, and expressly covers all forms of media and other communications, known and unknown.

If I choose to take photographs, I will provide digital copies of photos at the request of the organizers at no cost.

The releases and authorizations be as broad and as inclusive as is permitted by the laws of the State of Nevada, and that if any portion, word, term, phrase, clause or paragraph of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this waiver of liability, release, indemnification and hold harmless agreement and understand all of its terms. I am aware of the risks associated with participation in the Event and execute this document voluntarily and with full knowledge of its significance.

EVERY PARTICIPANT MUST SIGN:

Signature: _____

If Participant is a Minor, Signature of Parent /Legal Guardian: _____

Date of Birth: _____