



532 E. Elm Ave  
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(855) 585-BOX5 (2695)  
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[www.box5events.com](http://www.box5events.com)

## WAIVER AND HOLD HARMLESS AGREEMENT

(Return by October 15)

I have freely and voluntarily chosen to participate in activities organized and/or sponsored by Box 5 Events, Chick-fil-A Bowl, Inc. ("CBI"), and Chick-fil-A, in connection with the Chick-fil-A Bowl. I fully realize and acknowledge that injuries are a possibility of the activities I will participate in or perform as a CBI volunteer, and I recognize that, on rare occasions, these injuries can be so severe as to result in total disability, paralysis or even death. I also understand that, because of the potential danger in such activities, Box 5 Events and CBI is unwilling to allow me to participate in and/or perform any such activities unless I sign this Waiver and Hold Harmless Agreement, waiving any claims I might otherwise have as a result of such activities and holding Box 5 Events or CBI and such other persons and entities harmless as indicated below. Therefore, in consideration of me being allowed to participate in and/or perform any such activities and on behalf of myself, my heirs, next of kin, personal representatives, successors and assigns:

1. I acknowledge and represent that I am in good physical condition, and I have no condition of any sort, which would be aggravated by my participation in activities related to the Chick-fil-A Bowl, except as disclosed beneath my signature below;
2. I assume all risk, including any risk associated with any special medical needs or conditions that I may have, of the activities I will be participating in or performing as a CBI volunteer;
3. I certify that I have insurance reasonably sufficient to cover me against injury, loss of life and property damage caused to me in connection with my participation in or performance of any activities;
4. I acknowledge and understand that CBI has not obtained worker's compensation insurance to cover any injury, which I might sustain while working as a CBI volunteer and this is my responsibility;
5. I recognize that participating or assisting others in participating in the Chick-fil-A Bowl may involve risk of injury to me, including death, loss or damage to me, or my property, or other consequences, which might result not only from my own actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used;
6. I have received a copy of the attached Chick-fil-A Bowl, Inc. Code of Conduct and I understand that it applies to all persons who are affiliated directly and indirectly with the Chick-fil-A Bowl as employees or volunteers and I agree to comply with the letter and spirit of the Code of Conduct. Furthermore, I understand that this Code of Conduct is meant for my safety and well-being as well as for the benefit of the Chick-fil-A Bowl;
7. I acknowledge that there may be other risks of injury, death and/or property damage not known, or not reasonably foreseeable;
8. I am providing my services to CBI voluntarily and without any promise or expectation that I will receive any compensation in the form of money or otherwise.
9. I agree that all expenses relating to or arising out of any such injuries, loss of life or property damage will be my financial responsibility or the financial responsibility of my family, and I, for myself, my heirs, my administrators and executors agree to forever waive, release, discharge, hold harmless and indemnify Box 5 Events, PBI, CFA, Mercedes Benz Stadium, Metro Atlanta Chamber of Commerce, Inc., Chick-fil-A, Inc., Georgia World Congress Center Authority, all sponsors of the Chick-fil-A Bowl, the participating conferences, school districts, teachers, schools, teams, coaches, staff and players and each of their respective affiliates and all of their respective officers, Directors, trustees, shareholders, partners, agents, representatives and employees (the "Indemnified Parties") from any and all liabilities, obligations, damages, losses, claims, demands, recoveries, settlements, deficiencies, costs or expenses (including reasonable attorneys' fees) with respect to any injuries, regardless of severity or loss of life, property damage or economic loss relating to or arising out of my volunteering for, or associated with, CBI and/or the activities, **EXPRESSLY INCLUDING, BUT NOT LIMITED TO ANY INJURY, HARM, DEATH, OR OTHER DAMAGE ARISING OUT OF OR RELATED IN ANY WAY TO ANY ACTIVE OR PASSIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES OR ANY OTHER PERSON OR ENTITY, OR AS MAY OTHERWISE ARISE IN CONNECTION WITH THE ACTIVITIES**, to any and all of the participants in the Performances arising from any event, act, occurrence or omission during (a) their travel to or stay in Atlanta, Georgia to participate in the Performances and (b) their participation in the Performances and which further consent to and authorize PBI and their designees to utilize the photograph, picture, likeness and/or voice of any such participant in any documentary, promotion or marketing, or television, radio or film coverage of the Game or the Performances (or other Game-related functions during which the Performances may occur) without any compensation to such participant; and Secure and provide all medical personnel reasonably necessary to address any medical need for a participant in the Performances.
10. I expressly grant permission to Box 5 Events, PBI, CFA, Mercedes Benz Stadium, Metro Atlanta Chamber of Commerce, Inc., Chick-fil-A, Inc., Georgia World Congress Center Authority, all sponsors of the Chick-fil-A Bowl, the participating conferences, school districts, teachers, schools, teams, coaches, staff and players and each of their respective affiliates and all of their respective officers, Directors, trustees, shareholders, partners, agents, representatives and employees and designees to use any aural or visual depiction

of my name, image, likeness, or any combination thereof which results from my involvement in or performance of the activities contemplated under this Waiver and Hold Harmless Agreement for any purpose whatsoever without any compensation of any type to me, my successors, or assigns.

11. Box 5 Events or CBI may terminate my services at any time.
12. I meet the minimum age requirement of 18 years old or have a parent or guardians signed approval accompanying my signature.
13. **Indemnification.** Box5 Events shall indemnify and hold harmless PBI, CFA, the Georgia World Congress Center Authority, Mercedes Benz Stadium, and all of the foregoing entities' officers, directors, trustees, shareholders, partners, employees, affiliates and representatives of and from any liability, obligation, claim, demand, recovery, settlement, deficiency, loss, fine, penalty, damage or expense, including, without limitation, reasonable attorneys' fees (collectively, "Damages"), arising from:
  - a. The presentation of the Performances in any aspect whatsoever, including, without limitation, Damages arising from the form or content of the Performances or from any injury to persons or property during the rehearsal, preparation, staging and performance of such Performances;
  - b. Any acts or omissions of Box5 Events and/or its officers, directors, employees, agents, contractors, servants, or representatives in connection with the performance by Box5 Events of its obligations under this Agreement, including, but not limited to, any claim by any participant in the Performances;
  - c. Any and all claims asserted or arising out of the musical Performances pursuant to this Agreement, including, but not limited to, claims asserted by ASCAP, BMI, SESAC and any other such organizations or individuals ; and
  - d. Any breach by Box5 Events of the terms or provisions of this Agreement, including, but not limited to, the breach of any representations or warranties as set forth in Section 8 hereto.
14. **Insurance.** Parent/Guardian agrees to maintain medical insurance for any and all participants during the duration of the trip.
  - a. The Parent/Guardian also guarantees payment of all changes incurred during the course of medical treatment.
  - b. A medical release form will be provided and signed by the Parent/Guardian prior to departure of the trip.
15. **Arbitration.** Any dispute, disagreement, difference, controversy or claim arising out of or relating to this Agreement or the breach thereof shall be submitted in writing to the involved Parties. Each Party shall bear the expense of its own attorneys, witnesses, and preparation and presentation of proofs.

**I HAVE READ THIS WAIVER AND HOLD HARMLESS AGREEMENT CAREFULLY AND UNDERSTAND ITS CONTENTS.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Parent or Legal Guardian (Please Print)

\_\_\_\_\_  
Date

**Disclosure details for Item 1 above: (Leave blank if there are no physical or medical disclosures)**



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## Chick-fil-A Peach Bowl Code of Conduct

### INTRODUCTION

The Chick-fil-A Bowl ("the Bowl") is dedicated to presenting an exciting college football game each year. The Bowl strives to offer a fun and rewarding experience for all persons involved - employees, volunteers, sponsors, persons affiliated with the schools participating in the Bowl, and Bowl event participants. The Bowl is also dedicated to conducting its business in accordance with the highest ethical, legal, and moral standings.

### SCOPE

This Code of Conduct applies to all persons who are affected directly or indirectly with the Bowl as employees (temporary or otherwise), volunteers, and Bowl event participants.

### GUIDELINES

1. We recognize that our words, actions, and deeds reflect directly upon the Bowl, and accordingly, we will conduct ourselves with honesty, integrity, fairness, respect, and dignity.
2. We will observe all federal, state, and local laws and regulations that apply to the Bowl, as well as all NCAA Rules and Regulations. When we are in doubt about the applicability or impact of any law or regulation, we will obtain clarification.
3. We will avoid conflicts (or even the appearance or perception of conflicts) between our personal interests and our official responsibilities on behalf of the Bowl.
4. We will treat all persons and entities with fairness and respect. We will not harass or discriminate against any person or entity based upon race, color, national origin, religion, sex, age, disability, pregnancy, or veteran status.
5. We will protect the confidentiality and proprietary nature of any and all information belonging to the Bowl, and we will not disclose any such confidential or proprietary information to any person or entity outside the Bowl.
6. We will protect the health and safety of all persons involved or affiliated with the bowl.

### Code of Conduct Agreement

I have read and agree to abide by the guidelines listed in the Chick-fil-A Peach Bowl code of conduct.

Name of School or Organization: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Parent or Legal Guardian (Please Print)

\_\_\_\_\_  
Date