

2021 Wasatch Trail Run Series (a production of Good Ideas and Good Times LLC)
WAIVER AND RELEASE AGREEMENT

The Wasatch Trail Run Series is a multi-race event that occurs on multiple different dates at different locations. In consideration of the acceptance of my application to participate in the 2021 Wasatch Trail Run Series, including without limitation, competing in the race(s) and participating in any and or all pre and post race activities and social events (collectively, the "Event"), and/or my being permitted to officiate, observe, work for, volunteer or in any manner participate in the Event or its staging, and intending to be legally bound hereby, I hereby freely agree, represent and acknowledge, for myself, my personal representatives, assigns and heirs that: (1) I HEREBY RELEASE AND PROMISE NOT TO SUE, AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GOOD IDEAS AND GOODTIMES LLC (Event promoter) and its members, directors, employees, all states, cities, counties or localities in which the Event or segments of the Event are held; all Event sponsors, advertisers, officials, volunteers and independent contractors; owners and lessees of property used to conduct or used in conjunction with the Event including but not limited to Alta Ski Area, Brighton Ski Area, Snowbird Ski Resort, Solitude Mountain Resort, Utah Olympic Park, the State of Utah, Salt Lake County and Parks, U.S Government, US Forest Service, and the officers, directors, shareholders, partners, employees, members and agents of any of the above (the "Releasees"); FROM EVERY CLAIM AND ANY LIABILITY that I, my personal representatives, heirs and assigns may allege against the Releasees, including attorney's fees, as a direct or indirect result of injury to me or my property or resulting in my death, whether or not caused by any act or omission of Releasees, including but not limited to the negligence of Releasees or otherwise while I am in any way competing in, officiating, observing, working for, volunteering, or in any manner participating in the Event or its staging; (1b) Any food, water or drink provided at the race I will eat and or drink at my own risk (2) I acknowledge that participating in the Event can be a dangerous activity that involves risks of serious bodily injury, COVID-19 INFECTION, death, and or property damage, and I HEREBY ASSUME FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, COVID-19 INFECTION, DEATH AND PROPERTY DAMAGE due to the negligence of Releasees or otherwise arising out of or in any way relating to any of the events referred to in this document; (3) I will comply with all rules, regulations and instructions of the Event and its officials; (4) I am physically fit, have sufficiently trained for the Event, and there is no medical reason why I should not participate in the Event; (5) I CONSENT TO RECEIVE MEDICAL TREATMENT in the event that I become ill, I am injured or I am involved in an accident during the Event or as otherwise deemed necessary or advisable by Event officials; (6) I CONSENT TO THE FREE AND UNRESTRICTED USE OF MY NAME, VOICE, PICTURE, and VIDEO in any and all Event promotional materials, videotapes, telecasts, and promotions for any purposes deemed necessary by Good Ideas and Good Times LLC, including but not limited to commercial use, and I waive all right to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness; and (7) I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and/or my child(ren) or Ward may be exposed to and or infected with COVID-19 while participating in this event(s). I understand that if I am feeling sick or have any COVID-19 symptoms I will not participate in the event. (8) I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGNED THIS AGREEMENT. (9) I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS. I AFFIRM THAT I HAVE MY OWN CURRENT HEALTH INSURANCE. If I am signing this document on behalf of a minor, I AFFIRM THAT I AM A LEGAL GUARDIAN OF SAID MINOR AND THAT THE MINOR CURRENTLY HAS HEALTH INSURANCE. This Agreement and its terms are perpetual, do not expire and apply to each and every day (today and in the future) that I or my child(ren) and or ward participate in any Wasatch Trail Run Series events as well as other events named differently created by Good Ideas and Good Times LLC.

Print Name: _____ (PLEASE PRINT YOUR NAME NEATLY!)
(first name) (last name)

Signature: _____ **Date:** _____
(Parents/Legal Guardians signature needed if participant/volunteer is a minor/under 18 years old)

Email Address: _____

Home Address _____

Age (as of December 31st, 2021) _____ **Male or Female** (circle)

Race Bib# _____ (will be assigned to you)

Brighton Resort Event

Please Read Carefully Before Signing.

This is a Release of Liability and Waiver of Certain Legal Rights.

If this agreement is executed on behalf of a minor, such execution must be confirmed by a Notary Public. A valid photo ID is required for the participant and parent or guardian at the time the agreement is submitted.

In consideration of Brighton Resort, its employees, officers, owners, directors, affiliates and related corporations (hereinafter "Ski Area"), allowing Participant _____ to participate in Wasatch Trail Run Series, (hereinafter "The Event") It is agreed on behalf of Participant and / or his/her heirs, assigns and representatives (hereinafter collectively "Participant")that:

1. Notification of Risks

Participant agrees and understands that participation in the event is a HAZARDOUS ACTIVITY (hereinafter "Activity"). Further, Participant recognizes that there are risks including, but no limited to, variation in terrain and surface conditions, falls, loss of control, collisions with other skiers or with natural and manmade objects, and aerial maneuvers. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly assume and accept any and all risks of property damage, injury or death to the Participant while engaged in the Activity. Further, the Participant Voluntarily elects to participate in the activity.

Initials _____

2. Assumption of Risk

Participant assumes all risks which may be associated with and / or result from my involvement in the Activity, and hereby agree to hold harmless, release, defend and indemnify Ski Area of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Participant while engaged in the Activity, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, express or implied on the part of Ski Area.

Initials _____

3. Release From Liability and Covenant Not to Sue

In consideration for being permitted to engage in the Activity at the Ski Are, Participant agrees to forever discharge and release from any legal liability and to not sue Ski Area for any injuries or property damage caused by or resulting from the Activity.

Initials _____

4. Indemnification

By execution of the Release, the Ski Area shall be indemnified for any injury to the Participant or to other persons caused by the Participant as a result of engaging in the Activity.

5. Medical Authorization

Participant authorizes the Ski Area and/or its authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary. Participant agrees that, upon such transport to any medical facility or hospital, the Ski Area shall not have any further responsibility. Further, Participant agrees to pay all costs associated with such medical care and related transportation and indemnify and hold harmless the ski area from any costs incurred therein.

6. Severability and Enforceability

In the event any section of this Release is found to be unenforceable, the remaining terms shall be full enforceable, and the Release shall be binding to the fullest extent permitted by law.

PARTICIPANT HAS CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, HOLD HARMLESS, AGREEMENT NOT TO SUE AND INDEMNIFICATION AGREEMENT, UNDERSTANDS ITS CONTENTS, AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Print Participant Name

Signature of Participant

Date

Print Parent or Guardian Name
(if Participant is under 18)

Signature of Parent of Guardian
(if Participant is under 18)

Date

Notary

Date



RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THE EFFECT OF THIS AGREEMENT MAY VARY FROM JURISDICTION TO JURISDICTION.
PLEASE READ CAREFULLY!

“Activity” or “Activities” means skiing, snowboarding, racing/competition, ski/ride school classes/clinics/lessons, mountain bike school classes/clinics/lessons, guided tours, participation in special events, hiking, up hilling and any other use of Resort property or facilities, including, but not limited to, the use of terrain features and teaching tools, chairlifts and other conveyances, buildings and premises, food and beverage and retail locations, use of Rental Equipment, bicycle/ski/snowboard tuning and repair, lessons, vehicles, sidewalks, stairways, trails, parking lots, mountain biking, disc golf, snowshoeing and Nordic skiing .

“Agreement” means this “Release of Liability, Waiver of Claims, Warning, Assumption of Risk and Indemnity Agreement.”

“Equipment” means all equipment offered for use by Resort including, but not limited to, Nordic or Alpine rental skis or a snowboard, boots, bindings, helmets, bikes, snowshoes or any other equipment.

“Minor” or “Minor Participant” means the minor(s) participant(s) named below.

“Releasors” means all participants signing this Agreement, as well as all participants on behalf of whom any signatory below is signing this Agreement, including without limitation Minor Participants. Releasors includes without limitation “you”, “I”, and “me” as used in this Agreement.

“Resort” means Solitude Mountain Ski Area and/or any other resort or facility that may be accessed by use of or in connection with the Pass.

I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME OR BY THE RELEASORS AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE RESORT. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND THAT THIS AGREEMENT WILL APPLY EVERY TIME I OR ANY RELEASOR ENGAGES IN AN ACTIVITY AT THE RESORT WITHOUT REQUIRING ME TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY, EACH SEASON AND/OR EACH ACTIVITY.

I understand and accept that the Activities are HAZARDOUS and involve risks of physical injury that may include death. By signing below, I expressly agree to accept all dangers and risks associated with the Activities, including those risks that are not expressly listed in this Agreement, and including those risks that are both known and unknown to me, whether or not they are inherent risks. RECOGNIZING AND ACCEPTING THE RISKS, I VOLUNTARILY CHOOSE TO TAKE PART IN THE ACTIVITY(IES) AND/OR VOLUNTARILY CHOOSE TO ALLOW RELEASORS TO TAKE PART IN THE ACTIVITY(IES).

I, on my own behalf and on behalf of all Releasors, understand, accept and agree that the Activities involve numerous hazards and risks including, but not limited to, unpredictable and/or variable snow and/or weather conditions, extreme cold, frostbite, hypothermia, high elevation, wildlife and domestic animal encounters, exposure to the elements, lack of shelter, falling trees and limbs, marked and unmarked obstacles, natural or manmade features or objects, snow immersion, deep snow conditions, tree wells, unstable ice and snow, including but not limited to slides and avalanches, slick or uneven walking surfaces, changes or variations in terrain or snow conditions, surface and subsurface conditions, rugged mountainous terrain, cliffs, collisions with other participants, snowmobiles, snowmaking and snow-grooming

equipment or other vehicles or property, operation of snowmaking equipment which may create blind spots or areas of reduced visibility, structures, acts of other skiers/snowboarders, carelessness and misjudgments on the part of other participants, Releasers, or Resort staff, including failure to follow applicable rules, policies and procedures, use of gondolas, chairlifts, rope or other tows, and moving carpets which may involve entanglement with equipment, objects, or other skiers/snowboarders, errors in loading/unloading, and equipment malfunction or breakdown.

I, on my own behalf and on behalf of all Releasers, understand, affirm, and agree that I/We: (i) have the physical fitness and dexterity and the knowledge required to safely load, ride and unload the gondolas, chairlifts, rope or other tows, and moving carpets; (ii) falls and collisions occur, and injuries are a common and ordinary occurrence of the Activities; (iii) shall obey all signs, markings and warnings posted at the Resort, and all applicable laws and regulations; (iv) understand that entering or skiing or snowboarding in a "CLOSED" area may be illegal and/or result in revocation of the Pass; (v) skiing or snowboarding off of designated trails (as indicated on a Resort's trail map), may be more dangerous to me and others than skiing or snowboarding on designated trails; (vi) there are risks involved in decision-making and conduct of other skiers and snowboarders, and Resort employees, involved with the Activity, including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Resort personnel or third parties inside or outside of Resort boundaries, risks associated with decisions made by Resort personnel to open and/or close terrain, and the risk that an instructor/guide/coach may misjudge weather, trail conditions, route/terrain selection, or some aspect of Releaser's abilities, conditioning, mental, emotional or physical condition that may make a certain portion of the Activity appropriate or inappropriate for the Releaser; and (vii) snowmobiles, snowmaking and snow-grooming equipment or other vehicles or property, structures or signage may be encountered at any time and that I/We must be alert for and avoid these. Further, I/We accept the responsibility of maintaining deliberate and conscious control at all times while skiing or snowboarding.

I, on my own behalf and on behalf of all Releasers, agree to inspect before I use all Equipment. I, on my own behalf and on behalf of all Releasers, understand and agree that I may not be available or present when my or Minor's Equipment is fitted and adjusted and hereby waive the opportunity to verify the helmet size and fit and binding settings and authorizes employees of the Resort to fit the helmet size and binding settings. I understand and agree that, although Releasers may be wearing a helmet, a helmet cannot guarantee Releaser's safety and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. I understand and agree that bindings may not release at all times or under all circumstances where release may prevent injury or death. It is not possible to predict every situation in which bindings will or will not release. I, on my own behalf and on behalf of all Releasers accept for use "AS IS" any Equipment Releaser uses for an Activity and to return either before use or promptly after discovery, for replacement or repair, any Equipment believed by Releaser to be damaged or defective in any way. I, on my own behalf and on behalf of all Releasers, accept full responsibility for the care of the Equipment used for an Activity and agree that I, on my own behalf and on behalf of all Releasers, will be responsible for the replacement at full retail value of any Equipment damaged or not returned.

Be advised: You must sign this Agreement in order to purchase a season/frequency pass (the "Pass") to access the Resort at discounted pricing from the day ticket price and/or to participate in certain Activities at the Resort. If applicable, I agree to read to, or to have Minor or other Releasers read, and to explain to Minor or other Releasers, if necessary, all posted signs, markings, and warnings, including instructions on the use of gondolas, chairlifts, rope or other tows, and moving carpets.

In consideration for the Resort issuing the Pass(es) and permitting me and all Releasers to participate in the Activities, and with knowledge of the risks and dangers involved,

I AGREE on my own behalf and on behalf of all Releasers to: (1) ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH to me and all Releasers while engaged in, or as a result of participating in, any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS against the United States Department of Agriculture Forest Service, Solitude Mountain Ski Area, LLC, the Resort, and any of their owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, agents and insurers (the "Released Parties") that are based on, arise or result from in whole or in part, use of the Pass or participation in any Activities, and without limitation claims arising out of or resulting from ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, where legally permissible, BREACH OF CONTRACT, OR BREACH OF WARRANTY by any of the Released Parties, (3) INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity, and any loss, damage or injury, including death, that may be sustained by me or any of the Releasers, or caused to others or their property by me or by the Releasers, or brought by me or by the Releasers. I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit

brought on my or any Releasors behalf as a result of my or any Releasor's participation in an Activity. I understand and agree that by accepting this Agreement on behalf of any person other than myself, I am representing and warranting that I am legally authorized to execute this Agreement as either the parent or legal guardian of that person and/or Minor Participant(s), or that I have been given the express authority and permission from that other person to accept the terms and conditions of this Agreement on each of their behalf, and I further understand that by doing so I am agreeing to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of the Minor Participant(s), or any person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement.

In consideration for accessing the facilities of the Resort, I agree on behalf of myself and all Releasors that, to the fullest extent permitted by law, ALL claims arising from or related to any Activity, including for injury to person or property and/or death, and this Agreement, shall be GOVERNED BY THE LAW OF THE STATE OF UTAH if in the United States as applicable, where an alleged incident occurred, without regard to any conflicts of law principles, and that EXCLUSIVE JURISDICTION in the United States shall be in the local State Court or Federal Court residing where an alleged incident occurred, and if in Canada, the relevant court in the Province where an alleged incident occurred. I VOLUNTARILY AND IRREVOCABLY WAIVE ON BEHALF OF MYSELF AND ALL RELEASORS ANY OBJECTION TO SUCH LAW AND JURISDICTION.

I agree on behalf of myself and all Releasors to grant to the Resort and their advertising and promotion agencies, acting on their behalf, the right to use and publish worldwide and in perpetuity, in any and all forms of media now known or hereafter devised, including without limitation online and in social media, without approval or compensation, my and the Releasors' images and/or performances captured at any Resort location.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect. I REPRESENT AND ACKNOWLEDGE THAT A) I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT UNDER APPLICABLE LAW; AND B) IF A PARENT, LEGAL GUARDIAN, SPOUSE OR OTHER REPRESENTATIVE, THAT I AM LEGALLY AUTHORIZED TO SIGN AND THAT I AM SIGNING THIS AGREEMENT ON BEHALF OF OTHER RELEASOR(S) NAMED BELOW, AND THAT OTHER RELEASOR(S) WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF OTHER RELEASOR(S), OTHER RELEASOR(S) SHALL NOT PARTICIPATE IN ANY ACTIVITY COVERED BY THIS AGREEMENT. This Agreement shall be binding upon my and each Releasor's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I understand that the Pass is NOT TRANSFERABLE and CANNOT BE RESOLD, and that each of the Resort have the right to confiscate or revoke the Pass if, in the Resort's sole judgment and discretion, I or any Releasor, acts in any manner that endangers or may endanger the safety of me or another person; violates the law; provides ski lessons, guided tours, or other services at the Resort for compensation without express authorization from the Resort; uses the Pass in a fraudulent manner; or engages in misconduct or creates a nuisance. I and all Releasors further understand that such acts may also be prosecuted as a criminal offense, as applicable. I acknowledge the affirmative duty to immediately notify the issuer if a Pass is lost or stolen.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. BY CLICKING "I AGREE" BELOW, I WARRANT THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER RELEASORS NAMED IN THIS AGREEMENT.

Print Name _____ Print Child Name _____
Signature _____ Parent/ Guardian Signature _____
Date: _____

UTAH OLYMPIC PARK

RELEASE OF LIABILITY, ACKNOWLEDGMENT OF RISKS, AND CONSENT AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT! PLEASE READ CAREFULLY BEFORE SIGNING!

For and in consideration of the right to use and/or participate in any activity in any capacity at the Utah Olympic Park and/or any part of its facilities, including, but not limited to bobsledding, luge, skeleton, guided tours, Ziplines, Alpine Slide, aerial bungee, drop tower, cycling, rock climbing, slip and slide, adventure races, adventure courses, tubing, nordic skiing, and/or ski jumping of any kind (on snow or into water), I expressly agree, in addition to paying any fees due for any such activity(ies), to **ASSUME ANY and ALL** risks of injury, including the risk of serious injury and even **DEATH**, regardless of the cause of injury, the activity, or the date or time on which the injury is allegedly sustained and regardless of whether the injury occurs prior to, during or after the time I participate in the activity or activities that I intended to participate in.

I acknowledge and understand that obeying and following safety rules and/ or instruction does not guarantee my safety. The UOP is **NOT** in any manner an insurer of my safety. I further agree to **FOREVER RELEASE** the Utah Athletic Foundation d/b/a Utah Olympic Park, Utah Olympic Legacy Foundation, and their affiliates, related entities, employees, officers, directors, and agents (collectively referred to as the "UOP") from **ANY and ALL LIABILITY**, and to **FOREVER WAIVE ANY** and **ALL** claims, causes of action, charges, damages, and demands of any kind whatsoever, including for injuries I sustain as a result of UOP's NEGLIGENCE.

I also expressly agree to accept "**AS IS**" and "**WITH ALL FAULTS**" any equipment and/or anything else that I use at the UOP and further understand and acknowledge that the UOP provides **NO** implied warranty of merchantability and/ or fitness or any other warranties of any kind whatsoever and further agree that any activity I participate in at the UOP concerns services being rendered only.

I hereby consent to allow the UOP to administer first aid and other emergency medical treatment to me for any injury or illness that occurs while at the UOP. I also grant to the UOP and its assigns the right to use,

reproduce, display, distribute and make derivative works, in any and all media, of any biographical information furnished by me to the UOP and/or of my voice, image and/or likeness recorded while doing anything at the UOP.

I have read and understand this Agreement and voluntarily enter into it without any reservation whatsoever and agree that all activities at the UOP are purely voluntary in nature. I further agree that no representations have been made to me other than those expressly contained herein. In the event any part of this Agreement is deemed unenforceable, the other portions will remain enforceable. I agree that any lawsuit filed against SHNC will be filed in Utah state court or federal court in Utah and that Utah law will apply. **This Agreement and its terms are perpetual, do not expire and apply to each and every day (today and in the future) that I use and/or participate in any activity at the Utah Olympic Park and/or any part of its facilities even if such days are not consecutive and each and every injury I sustain regardless of whether I sign this Agreement prior to or after sustaining the injury.**

Print Name: _____ (PLEASE PRINT YOUR NAME NEATLY!)
(first name) (last name)

Signature: _____ **Date:** _____
(Parents signature needed if participant/volunteer is a minor/under 18 years old)

Email Address: _____

Home Address _____

Age (as of December 31st, 2021) _____

Male or Female (circle)



Run On Trails Series

July 7, 2021

**PLEASE READ THE RELEASE OF LIABILITY CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The undersigned, being at least 18 years old (hereinafter referred to as "Competitor"), warrants and represents that he/she is in good health, and has sufficient health insurance and / or medical coverage policy; should accident or injury occur. If Competitor is less than 18 years of age, a parent or legal guardian must sign this waiver for the Competitor.

2. Competitor accepts and understands that competing in the Run on Trails, (hereinafter referred to as ("**ACTIVITY**")) and the sport of running is **HAZARDOUS** and has many dangers and risks. It is further understood that training or racing competitively is more **HAZARDOUS** than recreational cycling. Competitor realizes that injuries are common and an ordinary occurrence of this sport. Competitor agrees as a condition of being allowed to use the ski area facility and premises, that Competitor freely accepts and voluntarily **ASSUMES ALL RISKS OF PERSONAL INJURY OR DEATH** and for property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of the ski area including, but not limited to actions or omissions of employees or agents of the ski area, or Competitor's participation in on-mountain activities, training, any competitive event, or other activities at the ski area.

Competitor agrees with the premise that Competitor is a competitor at all times, whether practicing for competition or in competition. Competitor agrees that he/she is always provided an opportunity to conduct a reasonable visual inspection of the training racecourse. Competitor understands that he/she will be held to assume the risk of all course conditions, course construction, or layout and obstacles.

WARNING

Competitor assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of cycling and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of cycling including: changing weather conditions; variations or steepness in terrain; surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, impact with lift towers and other structures and their components; collisions with other cyclists, users or persons; a cyclist's failure to ride within his/her own ability.

3. Competitors hereby assume all risks which may be associated with and/or result from his/her involvement in such **Activity** and releases and indemnifies Snowbird Resort LLC and Affiliates, its subsidiaries and affiliates, their respective officers, directors, agents, servants, and employees (herein after referred to as Snowbird), of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in the **Activity**, including, but not limited to, those injuries and damages caused by the negligence and / or breach of warranty, express or implied, on the part of Snowbird.

4. By execution of this release Snowbird shall be indemnified for any injury to other person(s) or property which competitor may cause as a result of engaging in the **Activity**.

5. Competitor authorizes Snowbird and/or its authorized personnel to call for medical care for him/her or to transport him/her to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary. Further, Competitor agrees to pay all costs associated with such medical care and related transportation provided for him/her and shall indemnify and hold harmless Snowbird of and from any costs incurred therein.

6. **COMPETITOR CONTRACTUALLY AGREES** that any and ALL DISPUTES between himself/herself and Snowbird arising from his/her participation in the **Activity**, **INCLUDING** any claims for personal injury and/or death, **WILL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH.**

7. **IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE.**

8. **THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. This release shall be binding upon Competitor's assignees, surogates, distributees, heirs, estate, next of kin, executors, personal representatives, and administrators and may be pled by Snowbird as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Competitor.

I HAVE CAREFULLY READ THE FORGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM OF 18 YEARS OF AGE OR OLDER OR I AM THE PARENT OR LEGAL GUARDIAN OF COMPETITOR.

ALL COMPETITORS UNDER 18 YEARS OF AGE MUST HAVE A PARENTS SIGNATURE ON THIS WAIVER

COMPETITOR NAME _____
COMPETITOR AGE _____

MALE / FEMALE (circle one)

COMPETITOR
ADDRESS _____

E-MAIL
ADDRESS _____
PHONE _____

COMPETITOR SIGNATURE (if 18 or
older) _____

PARENT OR LEGAL GUARDIAN

NAME
(PRINTED) _____

ADDRESS _____

E-MAIL ADDRESS _____
PHONE _____

SIGNATURE _____

Bib # _____