

PARTICIPANT'S WAIVER AND RELEASE OF LIABILITY

Mt. Ogden Midweek Race Series **2019**
June 12th, 19th / July 10th, 17th, 24th, 31st / August 7th, 14th, 21st, 28th

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ E-mail: _____

Division (circle): **Male Female** Category: **Beginner Sport Expert Pro**

RELEASE & INDEMNITY AGREEMENT

-- READ CAREFULLY BEFORE SIGNING --

I, the undersigned, and if I am a person under 18 years of age, my parent(s) and I (hereafter "I") understand that this **Mt. Ogden Midweek Race Series** (hereinafter collectively "Event") on **June 12th, 19th / July 10th, 17th, 24th, 31st / August 7th, 14th, 21st, 28th, 2019**, involves **SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, PROPERTY DAMAGE OR EVEN DEATH**. The risks include, but are not limited to, **NATURAL, MAN MADE, AND ENVIRONMENTAL CONDITIONS AND RISKS**, including falls; changing weather and surface conditions; variations in steepness or terrain; variations in natural and man-made obstacles; structures; equipment failure; collisions with objects, structures, other people or equipment; negligence of others and exceeding my own abilities, which may cause severe or even fatal injuries. ***HELMETS REQUIRED FOR ALL EVENTS.**

In consideration of my participation in the Event, and use of SNOWBASIN's facilities, I agree to the following:

1. I expressly agree to assume all risks of personal injury, falls, accidents, and/or property damage, **including those resulting from any negligence of Snowbasin Resort Company, its parent, subsidiary, brother, sister, closely related affiliate companies and all of their officers, agents, directors, employees, property owners, and sponsors of the Event (hereinafter collectively "SNOWBASIN")**.
2. **Release & Indemnity.** To the fullest extent allowed by law, I agree to forever release **SNOWBASIN** from any and all claims for injuries, losses, and damages resulting in any way from my bicycling; use of lifts, base lodges or facilities; my participation in this Event's training, practice, or competitions and post-Event activities; including any negligence on the part of **SNOWBASIN**. My release includes all claims regarding the design, maintenance, manufacture, or conditions of Event site, course, structures or equipment utilized in the Event; express or implied warranties; product liability and the negligence of **SNOWBASIN**. To the fullest extent allowed by law, I agree to indemnify and hold **SNOWBASIN** harmless from all claims, damages or injuries in any way related to my participation in the Event, bicycling, products liability or use of any facilities at **SNOWBASIN**, including breach of this Release, and will reimburse **SNOWBASIN's** attorney's fees and costs, even if **SNOWBASIN** was negligent.
3. I agree that no lawsuit will be filed by me, or on my behalf, against **SNOWBASIN** as a result of my participation in this Event or for any injuries or damages that I sustain, even if **SNOWBASIN** was negligent. I understand that this is a contract which limits my legal rights and is binding upon my heirs and my legal representatives. If portions of this Release are invalid, the remaining portions will remain intact and enforceable. Any lawsuits concerning my participation in the Event or this release must be brought in Utah's Third District Court, or Utah's Federal District Court. This Release shall be effective for all days of the Event and any training days.
4. I agree to conduct a careful inspection of any trails, courses or facility used by me in the Event or training before any practice, training, or competition. I agree that I am solely responsible for my safety and responsible for utilizing and maintaining the equipment necessary for my participation. My participation in the event shall serve as evidence that I deemed the course conditions appropriate and acceptable.
5. I shall accept and abide by the rules and regulations of this Event, including wearing a helmet. I am responsible for all my equipment for the Event.
6. I irrevocably grant and agree that **SNOWBASIN** shall have the right to use, air, publish or reproduce photographs, video and/or pictures of my name, image and likeness for any lawful purpose.

I understand and agree that helmets are mandatory for all events and event numbers must be clearly visible at all times.

I agree to ensure that my equipment is in proper working order and that Snowbasin is not responsible for any lost, stolen, or damaged equipment. I agree to abide by all Utah traffic laws. I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which may be associated with, or result in any way from, my participation in any of the events or related activities. Further, I understand and agree that regardless of any employment relationship I may have with any participant or organizer of this Event, I am not employed during the course of the event and no Workers' Compensation insurance coverage applies to the Event.

I have *carefully read* this agreement. I understand this is a **RELEASE OF LIABILITY**, which legally **PREVENTS** me or any other person from filing suit or making any other legal claim in the event of my death or injury to me. I also understand my obligation to **INDEMNIFY AND HOLD HARMLESS**, even if an accident, damage, injury or death is sole or partial fault of Snowbasin. This agreement is binding upon my heirs, assignees and legal representatives. **IF THE PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE), THE PARTICIPANT AND THE PARENT(S) MUST SIGN AND THE PARENT(S) AGREE TO RELEASE AND INDEMNIFY SNOWBASIN ON BEHALF OF THE PARTICIPANT.** The Parent(s) agree to make all decisions concerning the "Minor's" participation, use of the area and involvement in this Event. The Parent(s) release all rights or claims including wrongful death damages and agree to indemnify **SNOWBASIN** for any other Parent's claims. The Parent(s) agree to pay all medical bills incurred by the Minor and waive all rights of subrogation against **SNOWBASIN**. I acknowledge that this event is taking place in the State of Utah and I further agree that only the laws of the State of Utah shall apply in construing or applying this Agreement.

Executed this _____ day of _____, 2019.

Printed Name of Participant

Name of Parent or Guardian (if Applicable)

Signature of Participant

Signature of Parent or Guardian (if Applicable)