

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 instructions 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.

Participant Information First Name **Last Name** Date of Birth **Phone Email Zip Code Medical Conditions / Allergies** If the participant is a minor, enter parent or guardian information. On behalf of my minor child, I hereby agree that all the same reisks and consents noted above apply to my child as well and acknowledge that the above risks exist, that the UOP is not a guarantor of my child's safety and if I do not with to accept these terms, I should not allow my child to participate in any activity at the UOP. My signature below applies here. **Parent or Guardian First Name Parent or Guardian Last Name Parent or Guardian Phone Parent or Guardian Email Parent or Guardian Signature Electronic Signature Consent** By clicking here, you are consenting to the user of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.