

WAIVER AND RELEASE OF LIABILITY FOR VOLUNTEERS

The Event 2012 Winter Dew Tour

Date: February, Tuesday 9th- Sunday 12th

Name of Volunteer/Participant _____

Address _____ City _____ State _____ Zip Code _____

Telephone number _____ E-Mail Address _____

I _____ as an adult participant, or as the parent or guardian of _____, a minor child, agree as follows:

In consideration of my participation in the competing of the race(s) and participating in any all pre and post race activities and social events (collectively, the "Event"), I do hereby and absolutely waive and release from any and all rights and claims, demands, suites, costs and expenses for any injuries and damages, including by not limited to demands or actions for negligence, premises liability, emotional injury, property damage, intentional conduct, tort claims, and any other actions or demands of any other nature whatsoever I have or may have against

- 1) Snowbasin Resort Company; owner of the property at the area and a sponsor of the event; their officers, employees, agents, and assignees (collectively "Snowbasin") its affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors and shareholders (each hereinafter a "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the volunteers participation in the ACTIVITY, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.**
- 2) Greater Ogden Athletics Legacy Foundation (GOAL), its board members, officers, committee members, volunteers, agents, employees and representatives
- 3) City of Ogden; it's employees, officers, directors, agents affiliates and assignees.
- 4) Weber County; it's employees, officers, directors, agents affiliates and assignees.

The above listed are collectively known as "Releasees."

I also agree to indemnify and hold Releasees harmless for any claims arising from my participation in the Event.

I am aware there are risks involved in this Event and in which I (or the child) could be participating and I voluntarily assume all risks, known or unknown, inherent or otherwise.

I attest and verify that I (or the child) am in good health and that I am not under a doctor's care for any condition which might endanger my (or the child's) health or safety or that of any other participant.

I further agree to abide by all the rules and regulations as hereinafter amended or supplemented, established by GOAL, its officers, board members, agents or employees, applicable to the Event.

I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY ME AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH. I AGREE THAT THIS DOCUMENT SHALL BIND MY (or the child's) GUARDIAN, ASSIGNS, HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER.

Signed on _____

Signature of Volunteer/Participant

Signature of Parent/Legal Guardian
(If volunteer is under age 18)