

SLUG MAGAZINE—ASSUMPTION OR RISK AND RELEASE OF LIABILITY

READ CAREFULLY BEFORE SIGNING

I know, acknowledge, and understand that all SLUG MAGAZINE events, including, but not limited to skateboarding, inline skating, BMX biking, bull fighting, moshing, breakdancing, alpine skiing, ski jumping, snowboarding, snowboard jumping, “big air” events, biathlon, telemark skiing, cross-country skiing, figure skating, ice hockey, mogul skiing, ski archery, luge, bobsled, speed skating, and all other events, are action sports and involve SIGNIFICANT RISK OF PROPERTY DAMAGE, SERIOUS PERSONAL INJURY, OR EVEN DEATH, for participants, competitors, officials, volunteers, and coaches.

I know, acknowledge, and understand that there are NATURAL, MECHANICAL, AND ENVIRONMENTAL CONDITIONS AND RISKS, including, but not limited to, changing weather and snow conditions, variations in steepness or terrain or texture or a particular surface, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by other people or equipment, and exceeding my own abilities, which conditions and risks, independently or in combination with my activities, may cause property damage, or severe or even fatal injuries to me or others.

I know, acknowledge, and understand that SLUG MAGAZINE, and all affiliated organizations, and their respective administrators, officers, directors, agents, coaches, employees, volunteers, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used to conduct events, training and clinics (hereinafter the term “SLUG MAGAZINE” shall be used to refer to all such persons and entities collectively) DO NOT AND CANNOT GUARANTEE MY SAFETY.

In consideration of SLUG MAGAZINE’s acceptance of my registration to participate in the SLUG MAGAZINE event, and with full knowledge and understanding of the RISK OF PROPERTY DAMAGE, SERIOUS PERSONAL INJURY AND DEATH involved in SLUG MAGAZINE events, including but not limited to the events listed above, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER PROPERTY DAMAGE, TEMPORARY OR PERMANENT BODILY INJURY, OR EVEN FATAL INJURIES, even if I follow the instructions or advice of SLUG MAGAZINE, and I agree to comply with and be bound by the following terms and conditions at all times:

1. I promise and agree to never use any run, course, or facility for any training, practice, or competition without first conducting my own thorough visual inspection of the run, course, or facility. I alone am responsible for my safety while participating in SLUG MAGAZINE training, practice or competitive events and clinics, and alone am responsible for providing, utilizing, and maintaining the equipment necessary for my participation in and safe enjoyment of such training, practice, or competitive events or clinics. I agree that I will accept and abide by

the rules, regulations, instructions, and directions of SLUG MAGAZINE (as defined above) at all times.

2. I agree to forever WAIVE AND RELEASE ANY AND ALL CLAIMS, AND HOLD HARMLESS, DEFEND, AND INDEMNIFY SLUG MAGAZINE (as defined above) FROM ANY AND ALL CLAIMS, LOSSES, DEMANDS, EXPENSES, AND DAMAGES whether resulting from property damage, personal injury, or death, in connection with my association with or entry in the SLUG MAGAZINE event and/or participation in SLUG MAGAZINE training, practice, or competitive events and clinics, and any related travel, due to any cause whatsoever INCLUDING NEGLIGENCE AND/OR BREACH OF EXPRESS OR LIMITED WARRANTY ON THE PART OF SLUG MAGAZINE, regardless whether the injury or property damage was foreseeable or not, and including all claims regarding the design or condition of equipment utilized by me in such training, practice, or competitive events or clinics, regardless whether such equipment was specified or recommended by SLUG MAGAZINE (as defined above).
3. I currently have, and I agree to maintain throughout the time that I practice, train, participate, and compete, valid and sufficient medical and accident insurance. I understand that such insurance is required for participation in all SLUG MAGAZINE training, practice, or competitive events and clinics, and is my sole responsibility, and I release SLUG MAGAZINE (as defined above) from providing insurance coverage for me.
4. I agree that this statement, waiver, and release shall be construed in accordance with, and governed by the substantive laws of the State of Utah, without reference to principles governing choice or conflict of laws. In addition, I agree that all lawsuits for property damage, personal injury, or related loss against SLUG MAGAZINE (as defined above) must be brought and maintained in the state or federal courts of the State of Utah and no other jurisdiction, and I consent and agree that jurisdiction and venue for such proceedings shall lie exclusively in such courts. In the event any portion of this agreement, waiver, and release is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, I SIGNIFY MY AGREEMENT AND ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Name of athlete _____ **Age** _____ **Date of Birth** _____

Signature _____ **Date signed** _____

Phone Number _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED BELOW FOR MINORS

READ CAREFULLY BEFORE SIGNING

As the parent or guardian of the minor name above (the “Minor”), I hereby make and enter into each and every agreement, representation, waiver, and release described above on behalf of myself, the Minor, and any other parent or guardian of the minor named above, intending that they be binding upon me, the Minor, and out respective heirs, executors, administrators, and assigns. I intend to give up my right, the Minor’s right, and the right of any other parent or guardian to maintain any claim or suit against SLUG MAGAZINE (as defined above) arising out of the Minor’s participation in any activities involving SLUG MAGAZINE (as defined above) in any way. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY SLUG MAGAZINE from and against any and all liability arising out of any lack or authority on my part to legally bind the Minor, or any unenforceability for any reason of the above agreements, representations, waivers, and releases made by or on behalf of the Minor.

Name of Parent or Guardian _____

Signature of Parent of Guardian _____ **Date signed** _____

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