

**UTAH WINTER GAMES – CONSENT AND ACKNOWLEDGEMENT
ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

Please read carefully before signing

- I know, acknowledge, and understand that all Utah Winter Games Events are action sports and may involve significant risk of property damage, serious personal injury, or even death, for participants, competitors, officials, volunteers, coaches and spectators. The term "Utah Winter Games Events" includes but is not limited to 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 sponsored, promoted, conducted, or held by Utah Winter Games, and which includes all training, practice, competition, clinics, and travel related to all such activities.
- I know, acknowledge, and understand that there are conditions and risks involved in participating in Utah Winter Games Events, including but not limited to changing weather and snow conditions, variations in steepness or terrain or texture of 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 personal injuries to me or others.
- I know, acknowledge, and understand that neither the Utah Winter Games or The Venue can or will guarantee my safety. I understand that "Utah Winter Games," includes UTAH WINTER GAMES, INC., and all affiliated organizations, and their respective administrators, officers, directors, agents, employees, volunteers, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used to conduct events, training and clinics.
- I freely and voluntarily accept and fully assume the risk that I may suffer property damage, serious personal injury, or even death, even if I follow the instructions or advice of Utah Winter Games.

In consideration of my participation in Utah Winter Games Events, and Utah Winter Games acceptance of my registration to participate, and with full knowledge and understanding of the risks involved in these activities, including but not limited to the events listed above, 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 by own thorough visual inspection of the run, course, or facility. I alone am responsible for my safety while participating in Utah Winter Games Events. Furthermore, I alone am responsible for providing, utilizing, and maintaining the equipment necessary for my participation in and safe enjoyment of Utah Winter Games Events.
2. I promise and agree that I will accept and abide by the rules, regulations, instructions, and directions of Utah Winter Games at all times during my participation in Utah Winter Games Events.
3. I promise to conduct myself at all times in a reasonable and safe manner, taking into account all conditions and risks, while participating in Utah Winter Games Events.
4. I agree to forever waive and release any and all claims, and hold harmless, defend, and indemnify Utah Winter Games from any and all claims, losses, demands, expenses, and damages whether resulting from property damage, personal injury, or death, in connection with or any association with or entry in

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Utah Winter Games Events, and any related travel, due to any cause whatsoever including negligence and/or breach of express or implied warranty on the part of Utah Winter Games, 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 activities, regardless whether such equipment was specified or recommended by Utah Winter Games.

5. 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 Utah Winter Games Events, and is my sole responsibility. I understand that Utah Winter Games does not provide such insurance coverage for me.
6. I agree that this agreement, 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 Utah Winter Games 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 CAREFULLY 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 Participant: _____ DOB: _____

Signature: _____ Date: _____

Please provide the following information:

Street Address: _____

City: _____ State: _____ Zip Code: _____

e-mail address: _____

As the parent or guardian of the minor named above (the "Minor" Participant), I hereby consent and agree to the Minor's participation in Utah Winter Games Events according to the terms set forth herein. I intend that this Consent and Acknowledgement shall be binding upon me, the Minor, and our respective heirs, executors, administrators, and assigns.

Name of Parent or Guardian: _____ DOB: _____

Signature of Parent or Guardian: _____ Date: _____