



AGREEMENT TO USE FACILITIES OF OLYMPIC PARKS OF UTAH

IMPORTANT: THIS IS A LEGAL DOCUMENT; PLEASE READ IN FULL AND UNDERSTAND BEFORE SIGNING.

ASSUMPTION OF RISK and LIABILITY WAIVER

You/your minor child (if applicable) may be hurt using the facilities and equipment of the Olympic Parks of Utah ("Olyparks"), which include the Utah Olympic Park, the Utah Olympic Oval and Soldier Hollow (the "Sports Facilities"). If you are unwilling to assume all the risks of your/your minor child's use of the Sports Facilities, DO NOT sign this document, in which case you/your minor child will NOT be authorized to use the Sports Facilities, and you will be refunded any monies you paid to use the Sports Facilities. If you sign this document BUT make any alterations to it, you are NOT authorized to use the Sports Facilities.

1. **Assumptions of Risks.** I, for myself or as the parent/legal guardian of the participating minor child whose name is listed below ("Participant"), wish to use the Sports Facilities and may engage in one or more sports, including without limitation: alpine, nordic and freestyle ski jumping; snowboarding (including freestyle jumping); rocket sled, bobsled, skeleton, luge, open slope luge (and any wheeled versions of such equipment); cross country skiing (and any wheeled versions of such equipment); biathlon; speed skating; hockey; curling; and related use of training equipment including without limitation trampoline, spotting rig equipment, pool, roller jump, bungee rig and push track, air rifles, hockey sticks, pucks, curling stones (collectively, the "Sports"). I understand that the Sports are high-speed action and adventure sports that involve many inherent risks and dangers, and that using the Sports Facilities or participating in the Sports may put me/my minor child at risk of serious injury or illness. These dangers include but are not limited to: use of ski lifts and tows; collision with structures and devices; risk-creating weather conditions and variations in terrain; accidents by other users of the Sports Facilities; failure to follow safety procedures, or to stay within ability or control; limits or defects in the Sports Facilities. I am also aware that hazards may exist throughout the Sports Facilities, may be unmarked and occur without warning, and that helmets, safety equipment, proficiency checks, supervision and enforcement of rules do not and cannot guarantee my/my minor child's safety. I am/my minor child is able to perform the essential functions required to use the Sports Facilities and participate in the Sports and I am/my minor child is freely and voluntarily participating in the Sports and the use of the Sports Facilities. I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AM OF SOUND MIND, HAVE LEGAL AUTHORITY, AND FREELY ACCEPT AND FULLY ASSUME THE RISK THAT I/MY MINOR CHILD CAN SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH BY USING THE SPORTS FACILITIES OR PARTICIPATING IN THE SPORTS, not only the ways described above, but also in ways that are unknown and unexpected, even if I follow/my minor child follows instructions or advice.

2. **Waiver, Release and Indemnification.** I understand and agree that Olyparks is not an insurer of my/my minor child's conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE OLYPARKS AND ALL OF ITS TRUSTEES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME/MY MINOR CHILD OR LOSS OR DAMAGE TO ANY PROPERTY BELONGING TO ME/MY MINOR CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY/MY MINOR CHILD'S USE OF THE SPORTS FACILITIES OR PARTICIPATION IN THE SPORTS. I ALSO AGREE THAT, IN THE EVENT THAT ANY PERSON BRINGS ANY CLAIM OR ACTION INDIVIDUALLY OR ON BEHALF OF MY MINOR CHILD, RELATED TO ANY INJURY OR LOSS SUFFERED BY MY MINOR CHILD AS A RESULT OF MY MINOR CHILD'S USE OF THE SPORTS FACILITIES OR PARTICIPATION IN THE SPORTS, THAT I WILL INDEMNIFY THE RELEASEES AGAINST SUCH CLAIMS, INCLUDING PAYMENT OF ATTORNEY FEES. I AGREE THAT THIS DOCUMENT SHALL BIND MY GUARDIAN, ASSIGNS, HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein.

Name: _____ Date of Birth: _____
FULL NAME OF PARTICIPANT

Signature: _____ Today's Date: _____
SIGNATURE OF PARTICIPANT

**Parent/Guardian MUST sign below
IF Participant is younger than 18**

Circle how related to Participant: Parent /Guardian

PRINT NAME OF PARENT/GUARDIAN

Date: _____
SIGNATURE OF PARENT/GUARDIAN

Street Address: _____ City: _____ State: _____ Zip: _____ Country: _____
MAILING ADDRESS OF PARTICIPANT (or Parent/Guardian if Participant is younger than 18)

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE NUMBER: _____