

RACE PARTICIPANT RELEASE AND WAIVER OF LIABILITY

BY SIGNING THIS AGREEMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, PLEASE READ THE AGREEMENT IN ITS ENTIRETY BEFORE SIGNING. IF YOU ARE UNWILLING TO ASSUME ALL RISKS, DO NOT SIGN THIS DOCUMENT, IN WHICH CASE, YOU MAY NOT PARTICIPATE IN ANY MANNER IN THE EVENT DESCRIBED BELOW. FURTHER, IF YOU SIGN THIS DOCUMENT, BUT MAKE ANY ALTERATION TO IT, YOU ARE NOT AUTHORIZED TO PARTICIPATE IN THE EVENT BELOW.

In consideration of being allowed to participate in Utah Ski Mountaineering Series Races held between 01 November 2015 and 01 May 2016 (the "**Event**"), related Event and activities, I and the undersigned participant ("**Participant**") acknowledge, appreciate, and agree that:

1. Parent/Guardian. The Participant's name is _____ and is under the age of 18. My name is _____ and I represent and warrant that I am the Participant's parent or legal guardian and that I have authority to sign this agreement.
2. Physical Condition of Participant. I and Participant represent and warrant that Participant (i) is in good health, (ii) physically fit to participate in the Event, (iii) has participated in previous ski mountaineering activities without accident or injury, (iv) has not been advised of any adverse health conditions by a medical practitioner, (v) has no special problems associated with his or her care, (vi) has no special instructions regarding his or her care in the event of accident or emergency during the Event, (vii) will not participate in the Event under the influence of alcohol, drugs, or anything that could impair the his or her actions, (viii) will at all times during the Event wear the appropriate protective gear required for participation, and (ix) will at all times during the Event abide by all of the Event rules and regulations. I have explained and conveyed the terms of this paragraph to the Participant.
3. Assumption of the Risk. I and Participant accept and understand that skiing, sliding, climbing, jumping, or other similar activities that may be required while participating in the Event are HAZARDOUS sports that have many dangers and risks. It is further understood that training or racing competitively is more HAZARDOUS than recreational backcountry skiing. I and Participant realize that injuries are common and ordinary occurrence of this sport. I and Participant agree as a condition of being allowed to compete in the Event and use the ski area facility and premises, that I and Participant knowingly and freely accept and voluntarily ASSUME ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH and for any PROPERTY DAMAGE which results in any way from negligence, conditions on or about the premises and facilities, namely, grooming, snowmaking, ski lift operations, and inherent dangers and risks of the Event including: changing weather conditions; existing and changing snow conditions; avalanche conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variations in terrain; and the failure of skiers to ski within their own abilities, the negligent operation of the Event, or any other actions or omissions of Utah Ski Mountaineering Series ("**USM**") and/or Utah Ski Mountaineering, Inc. ("**Utah Skimo**") or Beaver Mountain Ski Resort ("**Beaver**"). I and Participant understand and agree that the foregoing risks may not be anticipated, controlled, or eliminated by any Released Party (defined below). I and Participant agree that Participant will be deemed a Participant for the purposes of this Agreement at all times, whether practicing for competition or in competition. I and Participant agree that Participant is always provided an opportunity to conduct a reasonable visual inspection of the race course. I and Participant understands that Participant will be held to assume the risk of all course conditions, course construction, or layout and obstacles.
4. Release, Waiver, and Indemnity. I and Participant hereby release and forever discharge and agree to save and hold harmless USM, Utah Skimo, and Beaver their respective parent companies, subsidiaries and affiliates, and the members, officers, directors, agents, servants, employees, and volunteers, of each, the event hosts and property owners, and the owners, lessors and lessees of facilities and equipment used in connection with the Event, the respective organizers, directors, officers, employees, agents, and volunteers of all of them, and the other participants in the Event (collectively, the "**Released Parties**") and each such entity or individual being referred to as a "**Released Party**") of and from any and all injuries (including personal injury, disability, dismemberment, and death), illness, losses, damages, claims, demands, actions, causes of action, liabilities or expenses of any kind or nature (and whether accruing to Participant, his or her heirs or his or her personal representatives) that are caused or alleged to be caused in whole or in part by the action, negligence or failure to act of any Released Party and that arise out of or in connection with the Event or Participant's participation therein or attendance thereat.
5. Inspection of Course and Equipment. I and Participant agree that before participation in the Event, I and Participant will inspect the course, premises and any equipment he or she may use during the Event. I and Participant will immediately advise the supervisor of the Event of any unsafe condition that he or she observes. Participant will refuse, and I will refuse to allow Participant, to participate in the Event until all unsafe conditions observed by myself or the Participant have been remedied and Participant's equipment is in good and working order.
6. Medical Treatment. In connection with any injury Participant may sustain or illness or other medical conditions Participant may experience during participation in or attendance at the Event, I and Participant authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I or Participant am/is/are not able to act on Participant's

behalf. I and Participant further authorize the attending medical personnel to execute on Participant's behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on Participant's behalf if I or Participant am/is/are not able or immediately available to do so. Further, I and Participant agree that I and Participant shall be solely responsible to pay any and all hospital, medical, rescue, or treatment costs incurred that arise out of any personal injury sustained by Participant through his or her participation in the Event and that I and Participant shall indemnify and hold harmless the Released Parties of and from any costs incurred therein.

7. Identity License. As a condition of Participant's being permitted to compete in the Event, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I and Participant hereby grant permission to USM, Utah Skimo, and Beaver, and its subsidiaries and affiliates ("**Licensees**") to utilize Participant's appearance, name, voice and likeness in connection with the Event in any and all manner and media throughout the world in perpetuity. I and Participant hereby waive any right that I or Participant may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I and Participant hereby warrant that I and Participant have the right to make this release and that granting this release and the rights conveyed thereby will not infringe the rights of any third party. I and Participant hereby assign all right, title and interest I or Participant may have in any and all media in which any or all of Participant's appearance, name, voice or likeness have been captured in connection with the above to Licensees, along with full rights of assignability.
8. Indemnification. I and Participant agree to indemnify each Released Party and to hold each of them harmless against any and all liabilities to which a Released Party may become liable, directly or indirectly, arising out of, or relating to, Participant's participation in the Event, unless it is determined that the such liability resulted from the gross negligence or willful misconduct of the particular Released Party. I and Participant also agree that no Released Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to Participant or any of his or her family or next of kin, directly or indirectly, arising out of, or relating to, Participant's participation in the Event, unless it is determined that the such liability resulted from the gross negligence or willful misconduct of the particular Released Party.
9. Disputes: Choice of Law. I and Participant agree that any and all disputes between Participant and any Released Party, or any of their respective subsidiaries or affiliates arising from his or her participation in or attendance at the Event including claims for personal injury and/or death, WILL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH and EXCLUSIVE JURISDICTION thereof will be in the state or federal court residing in the county of Salt Lake, state of Utah.
10. Severability. I and Participant agree that the foregoing Release and Waiver is intended to be as broad and inclusive as is permitted by law. Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.
11. Binding Effect. This Release and Waiver shall be binding upon myself, Participant, Participant's parents, legal guardians, assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives, and administrators and may be pled by any Released Party as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Participant.

I AND PARTICIPANT HAVE CAREFULLY READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY, UNDERSTAND ITS CONTENTS, AND AGREE TO ITS TERMS, WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. THIS RELEASE AND WAIVER OF LIABILITY IS ENTERED INTO BY THE UNDERSIGNED PARTICIPANT AND UNDER PARTICIPANT'S PARENT OR LEGAL GUARDIAN AS OF THE DATE INDICATED BELOW.

Parent or Legal Guardian's Signature:

Participant Minor's Signature:

Parent or Legal Guardian's Name (Print Clearly):

Participant Minor's Name (Print Clearly):

Date:

Date: