

GOAL Foundation's EL DOCE MOUNTAIN BIKE EVENT WARNING, ASSUMPTION of RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The person who is participating in a Mountain Bike event ("ACTIVITY") on **July 20, 2019** at Powder Mountain shall be referred to hereinafter as "**Participant**". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. The UNDERSIGNED agree and understand that participating in a triathlon can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

The UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: rocks of various sizes, uneven and/or slippery trail conditions, varying weather and surface conditions, varying slopes, variations in terrain, stumps, forest growth, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, debris, bikes, vehicles, wild animals, the condition of the PARTICIPANT, dehydration, and high elevation.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby **ASSUMES ALL RISKS** associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY Weber Cultural Legacy Foundation dba GOAL Foundation,; their employees, agents, and assignees (collectively "GOAL Foundation")**, 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 PARTICIPANT's 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.**

THE UNDERSIGNED takes full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to** make a claim or **file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT's participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in

the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the PARTICIPANT's transport to any such medical facility or hospital that PARTICIPANT releases the RELEASED PARTY from any liability with respect to any claim arising from the PARTICIPANT's transport, and the RELEASED PARTY shall not have further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for the PARTICIPANT and shall **indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.**

In consideration for allowing the PARTICIPANT to participate in the ACITIVITY and for using the ski area facilities, THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from the PARTICIPANT's participation in the ACTIVITY shall be **GOVERNED BY UTAH LAW and EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF UTAH.**

In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The undersigned parent or legal guardian agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACITIVITY.

By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the **legal** parent or guardian of the PARTICIPANT.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS' CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Printed Name of PARTICIPANT

Signature of PARTICIPANT

Date

Printed Name of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #2

Date

Emergency Contact: _____

NAME/RELATION

TELEPHONE