

AGREEMENT TO USE UTAH OLYMPIC OVAL

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

You may be hurt using the facilities and equipment of the Utah Olympic Oval (the "Sports Facilities"). If you are unwilling to assume all the risks of your use of the Sports Facilities, DO NOT sign this document, in which case you 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. **Assumption of Risks.** I, as the authorized representative of the members of the company/group ("*Participant*"), wish to use the Sports Facilities and may engage in one or more sports, including without limitation: recreational skating, figure skating, hockey, speed skating, curling, and other recreational activities; and related use of training equipment including without limitation weight training equipment, hockey sticks, pucks, curling equipment, and other sporting equipment (collectively, the "Sports"), including any moving equipment or ice resurfacing machines. 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 at risk of serious injury or illness. These dangers include but are not limited to: 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 safety. I am able to perform the essential functions required to use the Sports Facilities and participate in the Sports and I am freely and voluntarily participating in the Sports and the use of the Sports Facilities, including use of any moving parts of equipment or ice resurfacing machines. 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 CAN SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH BY USING THE SPORTS FACILITIES OR PARTICIPATING IN THE SPORTS, not only in the ways described above, but also in ways that are unknown, and unexpected, even if I follow instructions, training or advice.

2. **Consent to Medical Treatment, Consent to Use of Images, Etc.** If I am unable to consent at the time, due to injury, illness or absence, I hereby consent to administration of first aid and other emergency medical treatment for such injury or illness that occurs during my use of the Sports Facilities or participation in the Sports. I have adequate health insurance or resources to cover the costs of treatment in case of any such injury or illness. I agree to refrain from and not to be impaired by the use of any controlled substance or under the influence of alcohol while using the Sports Facilities or participating in the Sports. I ACKNOWLEDGE THAT CONSUMPTION OF ALCOHOLIC BEVERAGES MAY IMPAIR MY ABILITY TO SAFELY PARTICIPATE IN PHYSICAL ACTIVITIES. I grant to the Utah Athletic Foundation ("UAF") and its assigns the right to use, reproduce, display, distribute and make derivative works, in any and all media, of my voice and likeness recorded while using the Sports Facilities or participating in the Sports and any biographical information furnished by me to UAF. If any provision herein is found to be unenforceable, it shall not affect the validity of any other provision hereof.

3. **Waiver, Release and Indemnification.** I understand and agree that none of UAF, the State of Utah, Salt Lake County, the Utah Olympic Oval, Kearns Oquirrh Park Fitness Center; U.S. Speedskating, USOC and the International Skating Union (collectively, the "Affiliates") or manufacturers, business entities, vendors or suppliers who in any way are connected to the Sports Facilities are insurers of my conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE THE AFFILIATES AND ALL OF THEIR 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 OR LOSS OR DAMAGE TO ANY PROPERTY BELONGING TO ME, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY 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, RELATED TO ANY INJURY OR LOSS CAUSED BY ME AS A RESULT OF MY 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.

Print name of Participant

Name: _____

Signature of Participant

Name: _____ Date: _____

Company/Group Represented: _____

Phone Number of Participant: _____

Mailing Address of Participant: _____

Rev. Date 9-09-02