

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

ASSUMPTION OF RISK WAIVER OF LIABILITY AND INDEMNIFICATION  
AGREEMENT

IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ  
AND UNDERSTAND THIS DOCUMENT  
BEFORE SIGNING.

This Agreement must be completed in order to participate in activities associated with the Basin Recreation Field House.

Participant (print full name): \_\_\_\_\_

Organization: \_\_\_\_\_

I, the undersigned, am either the participant named above or the Parent and/or Legal Guardian (“Guardian/Parent”) of the minor Participant named above. I am familiar with the Organization’s activities and specifically with the activities of the Organization scheduled to take place at the Basin Recreation Field House.

TERMS AND CONDITIONS

I will participate or authorize the Participant to participate in the activities of the above Organization to take place at the Basin Recreation Field House. I understand that such participation can include foreseeable and unforeseeable risks and other hazards inherent in the activities of the Organization, which may expose the participant to illness, injury or death. Participant or Guardian/Parent freely and voluntarily participates or allows participation in the Organization’s activities with the knowledge of the danger involved, including, without limitation, the hazards of bodily injury associated with the artificial surface, and hereby agrees to assume and accept any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

Participant or Guardian/Parent understands and acknowledges that the SBSRD is not an insurer of Participant’s behavior, actions, or participation in the Organization, or the activities of the organization, and that the SBSRD assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of participation in the Organization or the Organization’s activities. Participant or Guardian/Parent agrees to release, waive, covenant not to sue, indemnity and hold harmless the SBSRD, and all of SBSRD’s officers, employees and agents (collectively the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the above named Organization or such Organization’s activities, excepting only such loss, damage, or injury as may be caused by the sole negligence or any Releasee.

Participant or Guardian/Parent of Participant agrees that the site of any lawsuit arising out of or related to participation in the Organization or Organization's activities shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the State of Utah, with out application of any principles of choice of law.

Participant does not have any medical conditions that would prevent participation in Organization or Organization's activities or which create unacceptable risk of harm to Participant or others.

Participant has adequate health insurance to cover the costs of treatment in the event or any injury.

Participant shall pay any attorneys' fees or costs incurred by the Basin Recreation in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

\_\_\_\_\_ I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_ I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Guardian/Parent of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind by heirs and personal representatives and heirs and personal representatives of Participant.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date