

## MOAB SKINNY TIRE EVENTS WAIVER AND RELEASE FORM

The undersigned wishes to participate in the Moab Skinny Tire Events event, fully understanding the inherent risks involved in bicycle touring and knowingly accepting those risks. For myself, my heirs and legal representatives. I hereby release, indemnify and agree to hold harmless Skinny Tire Events and their officers, directors, representatives, employees, agents, volunteers, participants, and sponsors of and from any and all losses, costs, damages, claims, demands, rights and causes of action of whatever kind or nature, including reasonable attorney fees, and including any and all negligence claims or causes of action which may arise and result from illness, personal injuries, property damage, death or of any other damages or injuries not included herein, occurring during, or as a result of my participation in this tour.

In further consideration of my being able to participate in this tour, I do hereby consent to and authorize Skinny Tire Events, its representatives, employees, agents, volunteers, participants and sponsors, to obtain emergency medical treatment for me in the case of any illness or injury resulting from or occurring during my participation in this tour. I understand and accept that any medical costs incurred with respect to emergency medical treatment will be my responsibility. I agree that I will at all times during any participation in this tour, adhere to all safety rules and obey applicable local highway and /or street signs, and regulations of this tour which includes wearing a ANSI or SNELL-approved helmet at all times while riding my bicycle.

I am of legal age and fully competent, have read this Waiver and Release and fully understand it and if not of legal age, that my parent or legal guardian has fully read the above Waiver and Release and understands it and that I am fully bound by their signature.

I understand that participating in this event is potentially hazardous, and that I should not enter and participate unless I am medically able and properly trained. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic, and condition of the road. I for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, sponsors, promoters, and each of their agents, representatives, successors, and assigns, and all other persons associated with the event, for any and all liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event. I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above named parties, or otherwise. By completing this event registration, both you and Skinny Tire Events agree that the statutes and laws of the State of Utah, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration or this Liability Waiver. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provision. I understand that the registration fee is non-refundable.

I hereby grant permission to Moab Skinny Tire Events (MSTE) to use my photograph on its World Wide Web site or in other event printed publication without further consideration, and I acknowledge MSTE's right to crop or treat the photo at their discretion, I also acknowledge that MSTE may choose not use my photo at this time, but may do so at their own discretion at a later date.

I also understand that once my image is posted on MSTE website, the image can be downloaded by any computer user. Therefore, I agree to indemnify and hold harmless from any claims MSTE and any or all of those associated with MSTE.

MSTE reserves the right to discontinue use of photos without notice.

Signature\_

Date\_\_ \_

Print name\_

## DEAD HORSE POINT STATE PARK - Waiver and Release

This is Waiver and Release for participation in a Utah Division of State Parks and Recreation event or program or independent program occurring in or about a Utah State Park.

**Injury may result from your participation in this event/ program. Additionally, property damage or loss may occur. You are expected to familiarize yourself with the rules of conduct for the event/program as well as Utah Division of State Parks and Recreation policies. You are expected to follow proper operating procedures including safety procedures, plus any directions given by an authorized park or event/program coordinator employee.**

The undersigned, being at least eighteen years of age, and in consideration of participation in a State Parks event/program or program or independent program occurring in or about a Utah State Park (hereinafter "event/program"), does hereby agree to this waiver and release.

I do hereby agree to assume all risks which may be associated with or may result from, my participation in this event/program, including but not limited to the actual course of activities or while using the facility, parking lots, transportation or access to State Park's facilities and recreation sites. I acknowledge that this particular program, while conducted on State Park land or facilities, is not under the supervision, regulation or control of Utah Division of State Parks and I cannot rely on the Utah Division of State Parks and Recreation to exercise any supervision, regulation or control of the program.

I recognize that participation in the event/program may involve moderate to strenuous physical activity and may cause physical and or emotional distress to participants. There may also be associated health risks. I state that I am free from any known heart, respiratory or other health problems that could prevent me from safely participating in any of the activities.

I certify that I have medical insurance or otherwise agree to be personally responsible for costs of any emergency or other medical care that I receive. I agree to release the State of Utah, Utah Division of State Parks and Recreation and its agencies, departments, officers, employees, agents and all sponsors, officials and staff or volunteers from the cost of any medical care that I receive as a result of participation in the event/program.

I further agree to release the State of Utah, Utah Division of State Parks and Recreation and its agencies, departments, officers, employees, agents and all sponsors, officials and staff or volunteers from any and all liability, claims, demands, breach of warranty, negligence, actions, and causes of actions whatsoever for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of my participation in the event/program. This release extends to any claim made by my family, estate, heirs, or assigns arising from or in any way connected with the aforementioned activities.

### CONSENT

Consent is expressly given, in the event of injury, for any emergency aid, anesthesia and / or operation, if in the opinion of the attending physician, such treatment is necessary.

**I have carefully read and understand the contents of the foregoing language and I specifically intend it to cover my participation in the above stated event/program.**

**Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_



### Form Instructions per Utah Administrative Code R920-4:

1. All event participants must complete this form (including the event organizer/permittee).
2. Form completion is **not required** for qualified First Amendment assembly/free speech events.
3. The event organizer/permittee must retain all completed forms for 12 months after the event and produce a copy of all completed forms for review if requested by the Department.

<b>Event Name:</b>	
<b>Event Date</b>	

Each of us individually (and/or as parent and/or guardian of the named minor) do hereby release, remise, waive and forever discharge the State of Utah, the Utah Department of Transportation, the Utah Transportation Commission, the Utah Highway Patrol, and their officers, agents, and employees from all liability, claims, demands, actions or causes of action whatsoever arising out of or related to loss, or damages and/or injuries, including death, which may result from my participation in the above named event involving roads within the state of Utah:

<b>Print Name:</b>	
<b>Sign Name:</b>	
<b>Parent Signature (if under 18)</b>	
<b>Date:</b>	