

TRIUTAH LLC VOLUNTEER WAIVER AND RELEASE FORM

In consideration of my and/or my child or wards being permitted by TriUtah LLC™ to assist and/or volunteer in the above-referenced Event, and any related programs, activities, or events (collectively, the Event), I understand and acknowledge that by signing below I am legally agreeing to the statements in the following TriUtah LLC™ Volunteer Waiver and Release Form. I understand and acknowledge that these statements are being accepted and relied upon by the Released Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for child and/or my ward, or myself and on behalf of my and/or their spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf and/or theirs, as follows:

1. I ACKNOWLEDGE AND ASSUME ALL THE RISKS OF VOLUNTEERING IN THE EVENT. I understand that volunteering in the Event may involve a risk of physical injury to me or others, damage to others or mine property, or other consequences. These consequences might result from the actions, inactions, or negligence of myself and/or others, or from various conditions of the premises, the equipment used in the Event, and/or the weather. There may also be other risks not known or not reasonably foreseeable. Such risks include but are not limited to the following: falls, dangers of collisions with athletes, vehicles, pedestrians, other participants, spectators, or volunteers, and fixed objects; dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined below. I understand that I will be volunteering for the Event at my own risk and I agree to assume the entire risks incidental to volunteering in the Event.

2. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE the Released Parties, as defined below, of and from any and all claims, causes of action, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), costs, expenses, and liabilities of every kind (Claims) arising out of or in any way connected with my or my child or wards volunteer participation in the Event or traveling to or from the Event, and further agree to indemnify and hold each of the Released Parties harmless from and against such Claims, including all attorneys fees and disbursements up through and including any

appeal. I understand that this release and indemnity includes, but is not limited to, Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death, partial or permanent disability), loss by theft or otherwise, property damage to any equipment, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and Claims for medical or hospital expenses, whether caused by or suffered by me or my child or ward either before, during or after such volunteer participation. For purposes hereof the Released Parties are TRIUTAH LLC™, , all Event sponsors, Event

organizers, Event promoters, Event producers, Event staff, Event officials, any sanctioning body, administrators, contractors, vendors, advertisers, race directors, volunteers, athletes, all other persons or entities involved with the Event, and all states, cities, towns, and other governmental bodies and/or municipal agencies and locations in which an Event or portions of an Event takes place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives.

3. I acknowledge and represent that I have no knowledge or reason to know of any personal physical or mental limitations, conditions or other restrictions that would make any activities personally inadvisable or inadvisable for my child or ward to safely volunteer in the Event.

4. I hereby grant TRIUTAH LLC™ and the other Released Parties the right, permission, and authority to use my and/or my child or wards name, image, voice, and/or likeness, without compensation or further notice, captured during the event by TRIUTAH LLC™, its affiliated entities or contractors, and/or media in all forms, including any photographs, videotapes, CDs, DVDs, TriUtah LLC™ Broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/ or any other record of this Event for any purpose whatsoever throughout the universe in perpetuity. I agree to assign all copyright or other interests to TRIUTAH LLC™ and any related parties.

5. I also understand that I may not promote or produce a competing event by using any trade secret information that I acquired while volunteering at TriUtah LLC™.

6. I acknowledge that child and/or my ward or I am acting only as a volunteer and not as an employee of TRIUTAH LLC™, and there is no expectation to receive any type of compensation from TRIUTAH LLC™ or any of the above Released Parties. I understand that TRIUTAH LLC reserves the right, in its sole and complete discretion, to deny any person from volunteering at the Event.

I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE DATE OF THE EVENT) OR OLDER, I HAVE READ THIS WAIVER AND RELEASE FORM, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN IT. FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST ALSO SIGN THIS AGREEMENT.

As the Parent and/or Legal Guardian to the child or ward identified above, I represent that I have the legal capacity and authority to act for and on behalf of the named minor or ward. I hereby accept and agree to all of the terms and conditions of the above Waiver and Release Form, and acknowledge that by signing below I hereby bind myself, the minor or ward, my spouse, my children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on behalf of the minor or ward or myself to the terms and conditions contained in the above Wavier and Release Form.

Volunteer printed name:

Date:

Volunteer Signature (Parent or Legal Guardian if volunteer is a minor)

Minor printed name