

PARTICIPANT RELEASE AND WAIVER OF LIABILITY; ASSUMPTION OF RISK - ADULT

For and in consideration of participating in 2021 Huntsman SportsFest the undersigned acknowledge(s) and agree(s) as follows:

1. I recognize, acknowledge and understand that: (a) the risk of injury from any recreational activities, including the Huntsman SportsFest, is possible and potentially significant and (b) while following Huntsman SportsFest rules, using equipment properly, and my personal discipline may reduce this risk, the risk of serious injury does exist, including, without limitation, death, paralysis, injury, accident, unpredictable human or animal behavior, mechanical malfunction, dangers associated with high speed and the forces of nature, my own actions, and the actions of other persons. Understanding this, my participation is VOLUNTARY and completely at my OWN RISK.
2. I KNOWINGLY AND FREELY ASSUME ALL RISKS OF PARTICIPATING IN THE HUNTSMAN SPORTSFEST, both known and unknown, and assume full responsibility for my participation, and willingly agree to comply with the terms and conditions for participation. If I observe any unusual or significant danger or hazard during my participation in the Huntsman SportsFest or my presence at the Huntsman SportsFest, I will remove myself from any participation and will use reasonable efforts to immediately bring the danger or hazard to the attention of the nearest supervising person.
3. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE Huntsman Cancer Foundation, Huntsman Cancer Institute, and the University of Utah, and their respective officers, agents and/or representatives, other participants, and volunteers (collectively, the "Released Parties") from any and all loss, damage, claim, expense, liability or obligation of any kind or nature, including without limitation, court costs and attorneys' fees, whether at law or in equity, and whether caused by negligence or otherwise, arising from or related to my participation in the Huntsman SportsFest. I understand that this release and waiver discharges the Released Parties from any liability or claim with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation in the Huntsman SportsFest, whether or not caused by the Huntsman Cancer Foundation or any other party, and whether by reason of its or their negligence or otherwise, including without limitation any negligent failure to supervise and/or provide adequate facilities or equipment.
4. I authorize the Huntsman Cancer Foundation and its officers, agents and/or representatives to act in my behalf in accordance with their reasonable judgment in case of an emergency and further agree to assume full responsibility for all expenses, medical or otherwise, resulting therefrom.
5. I further agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Released Parties from and against any and all loss, damage, claim, expense, liability or obligation of any kind or nature, including, without limitation, attorneys' fees, whether at law or in equity, and whether caused by negligence or otherwise, arising from or related to my participation in the Huntsman SportsFest and incurred and/or caused by the undersigned, to the fullest extent permitted by law.
6. I certify I have no physical condition which will be aggravated by the activity anticipated or which will impair my ability to participate and withstand the contemplated activities at the Huntsman SportsFest.
7. I acknowledge that all required registration materials must be completed in full and submitted in order to participate in the Huntsman SportsFest.
8. If I am a fundraiser, I acknowledge that all funds must be raised no later than one week before the event and all funds must be submitted (by mail or in person) to the Huntsman Cancer Foundation prior to the event at 500 Huntsman Way, Salt Lake City, UT 84108.
9. This release, waiver and indemnification is governed by Utah law, without regard to its choice of laws rules. Any legal suit, action, or proceeding arising out of or relating to this release, waiver and indemnification must be brought in the federal or state courts for the State of Utah located in Salt Lake County, Utah, and I irrevocably submit to exclusive jurisdiction of such courts in any suit, action or proceeding.
10. I irrevocably grant and license to Huntsman SportsFest and its affiliates, the right to capture and use my image, likeness, name, voice, comments or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without additional compensation, for all purposes, including any commercial use, so long as such use does not imply my endorsement of any company, product or service. I waive any right to inspect or approve the finished copy, images or printed matter that may be created in conjunction with the eventual use of my image, likeness, name, voice, comments for any Huntsman Cancer Foundation or Institute program.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY; ASSUMPTION OF RISK AGREEMENT, UNDERSTAND ITS TERMS, AND ACKNOWLEDGE THAT, BY SIGNING BELOW, I HAVE GIVEN UP SUBSTANTIAL RIGHTS FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT OR ANY OTHER REPRESENTATION, STATEMENT OR AGREEMENT FROM ANY PERSON.

My selecting the "I Agree" box below represents my signature and my agreement to the term of Huntsman SportsFest Participant Release and Waiver of Liability; Assumption of Risk.