

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

In consideration of Kane County, Kanab City, and the Kane County/Kanab City Recreation Department (collectively, "Event Organizer") allowing me to participate in the _____ ("Event"), I understand and agree to the following:

1. I represent that I am in good health and in proper physical condition to participate in the event, and I am not and will not be under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. I understand and acknowledge the physical and mental rigors associated with the Event and realize that participation in this Event may involve risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis, and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents; illness; contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road, and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the event organizer; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers. I understand that these risks may be cause in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inactions, or negligence of the Event Organizer, and I hereby expressly assume all such risks and responsibility for any damages, liabilities, losses or expenses which I may incur as a result of my participation in the Event.
3. For myself and on behalf of my spouse, children, parents, guardians, heirs, and any legal and personal representatives, executors, administrators, successors, assigns, and agents, I hereby agree to fully release the Event Organizer, its officers, agents, representatives, employees, and contractors from any and all liabilities, claims, or causes of action arising from or connected to my participation in this event.
4. I certify that I have read this Agreement carefully and understand its contents.
5. I have signed this Agreement freely and voluntarily, without any inducement, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of its terms.
6. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

Print Participant's Name

Age

Signature

Date

IF A MINOR PARTICIPANT

I, _____, as parent/guardian of the participant named below, hereby acknowledge that I understand the risks inherent in this activity, as noted in paragraphs 1 and 2 above, and I assume those risks on behalf of my minor child.

Print Participant's Name

Age

Signature of Parent/Guardian

Date