

Waiver and Release

2010 San Rafael Classic Triathlon

<p>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.</p>

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.

Name _____ Date _____

Signature _____