



VOLUNTEER WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT
 Specific Event Waiver Form for Minors (Under Age 18)

Event Name: 2017 St. George Marathon Sanction #: _____ Event Date(s): October 6, 2017 - October 7, 2017

Event Location: City of St. George, Utah Volunteer Area: _____

For and in consideration of St. George Marathon (“**Event Organizer**”) and USA Track & Field, Inc. (“**USATF**”) allowing the minor identified below to participate in the USATF sanctioned event described above (**the “Event(s)”**); I, for myself, and on behalf of Minor, and the Minor’s parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Volunteer Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the “Agreement”**);

1. I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor’s ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Event, that I am responsible for the Minor’s safety and well being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge the risks and dangers associated with the Minor’s participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and will represent an extreme test of the Minor’s physical and mental limits. I understand that the Minor’s participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water 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, not readily foreseeable and presently unknown risks and dangers (“**Risks**”). I understand that these Risks may be caused in whole or in part by the Minor’s own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which may be incurred as a result of the Minor’s participation in any Event including travel en route to and from the Event.
3. I understand that the Minor is required to be familiar with and to abide by the USATF Bylaws, Operating Regulations, and Competition Rules established for the Event, including any safety regulations established for the benefit of all participants. I understand that the Minor is required to be familiar with and to abide by the Event Organizer’s policies and procedures established for the Event, including any safety regulations established for the benefit of all participants. I accept sole responsibility for the Minor’s conduct and actions while participating in the Event, and the condition and adequacy of the Minor’s equipment.
4. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: St. George Marathon, USA Track & Field, Inc., its Associations and Committees, City of St. George, Utah and all of its Departments, past and present officials, Event Directors and Promoters, Sponsors, Advertisers, Coaches and Officials; Venue and Property Owners upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the “Released Parties” or “Event Organizers”**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), injuries, including death, loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to the Minor’s participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, the Minor, or anyone on the Minor’s behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
5. I acknowledge and agree, on behalf of the Minor, to allow the Minor’s photograph, likeness and/or voice to appear in any documentary, promotional (including advertisements), television, radio or film coverage of the St. George Marathon without compensation or further notice, and I agree to assign all copyright or other interests therein to the City of St. George and the St. George Marathon.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor’s parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. 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 shall not affect the validity and enforceability of any remaining provisions.

Name of Minor: _____ Age: _____ DOB: ____ / ____ / ____ Male Female

Home Address: _____ Home Tel.: _____

Email Address: _____ T-Shirt: Youth Adult → S M L XL 2XL 3XL 4XL

Signature of Parent/Legal Guardian for Minor

Date Signed