

Ogden Winterfest 2010

EVENT PARTICIPATION AGREEMENT (MINOR)

IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ IN FULL AND UNDERSTAND BEFORE SIGNING

Your minor child may be hurt while engaging in the above-listed Ogden Winterfest Events (hereafter, the "Event"). If you are unwilling to assume all the risks of your minor child's participation in the Event, DO NOT sign this document, in which case your minor child will NOT be authorized to participate, and you will be refunded any monies you paid. If you sign this document BUT make any alterations to it, your minor child is NOT authorized to participate in this Event.

1. Assumption of Risks. I, as the parent/legal guardian of the participating minor child whose name is listed below ("Participant"), wish to engage my child in the above-listed Ogden Winterfest Events ("Event"). I understand that the Event involves many inherent risks and dangers, and that engaging in the Event or being present during the Event may put my minor child at risk of serious injury or illness. My minor child is able to perform the essential functions of the Event, and my minor child is freely and voluntarily engaging in the Event. I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AM OF SOUND MIND, HAVE LEGAL AUTHORITY AND FREELY ACCEPT AND FULLY ASSUME THE RISK THAT MY MINOR CHILD CAN SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH WHILE ENGAGING IN THE EVENT OR BEING PRESENT AT THE EVENT, not only in the ways known, but also in ways that are unknown and unexpected, even if my minor child follows instructions or advice.

2. Consent to Medical Treatment, Consent to Use of Images, Etc. I acknowledge that my minor child is participating in the Event without pay. If I am unable to consent at the time due to injury, illness or absence, I hereby consent to the administration of first aid and other emergency medical treatment for such injury or illness that occurs during my minor child's engaging in the Event. My minor child has adequate health insurance or resources to cover the costs of treatment in case of any such injury or illness. I assume full responsibility for selection and use of personal transportation by my minor child in connection with the Event. I grant to Organizer(s) and their assigns the right to use, reproduce, display, distribute and make derivative works, in any and all media, of my minor child's voice and likeness recorded while engaging in the Event and any biographical information furnished by me or my minor child to Organizer(s).

3. Waiver, Release and Indemnification. I understand and agree that none of Ogden City, or the Event Sponsors, (collectively, the "Affiliates") or manufacturers, business entities, vendors or suppliers who in any way are connected to the Event are insurers of my minor child's conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE THE AFFILIATES ALL OF THEIR TRUSTEES, DIRECTORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY MY MINOR CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY MINOR CHILD'S PARTICIPATION IN THE EVENT. I ALSO AGREE THAT, IN THE EVENT THAT ANY PERSON BRINGS ANY CLAIM OR ACTION INDIVIDUALLY OR ON BEHALF OF MY MINOR CHILD, RELATED TO ANY INJURY OR LOSS SUFFERED BY MY MINOR CHILD AS A RESULT OF MY MINOR CHILD'S PARTICIPATION IN THE EVENT, THAT I WILL INDEMNIFY THE RELEASEES AGAINST SUCH CLAIMS, INCLUDING PAYMENT OF ATTORNEY FEES. I AGREE THAT THIS DOCUMENT SHALL BIND MY GUARDIAN, ASSIGNS, HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER. THIS RELEASE AND INDEMNIFICATION INCLUDES ANY CLAIMS THAT MAY BE FILED AGAINST THE RELEASEES WHEN MY MINOR CHILD REACHES THE AGE OF ADULTHOOD.

PRINT NAME OF MINOR CHILD ("Participant") DATE OF BIRTH OF MINOR CHILD AGE

PRINT NAME OF PARENT/GUARDIAN MAILING ADDRESS CITY STATE ZIP PHONE NUMBER

SIGNATURE OF PARENT/GUARDIAN (Circle One) DATE