

RUNNING WITH ED
Release of Liability and Assumption of Risks

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS DOCUMENT INVOLVES YOUR ASSUMPTION OF RISKS AND WAIVER OF CERTAIN LEGAL RIGHTS.

I understand and **EXPRESSLY AGREE** that participating in the "Running With Ed" event and related activities (hereinafter "Activities") may involve certain **HAZARDS AND RISKS** including, without limitation, the risks of **PERSONAL INJURY AND/OR DEATH** or property loss or damage which could occur from these Activities and all of the other risks that are included in participation in outdoor activities in a mountain environment. By my signature below, I **VOLUNTARILY ASSUME ALL RISKS** of any **INJURY OR DEATH RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES AND AGREE TO FOLLOW ALL POSTED AND VERBAL INSTRUCTIONS**. I also agree to remain alert and act in a careful and prudent manner at all times to safeguard myself, minors (if any) in my custody and others as much as possible.

I have made a **VOLUNTARY CHOICE** to participate in the Activities myself or to allow my child(ren) or minors in my custody to do so despite the risks they present. In consideration of the Park City Education Foundation making the Activities available to me and/or my child(ren) or minors in my custody, I **EXPRESSLY AGREE** that I freely accept and voluntarily assume **ALL RISKS OF PERSONAL INJURY OR DEATH** or property damage for myself and child(ren) or minors in my custody and **FULLY RELEASE** the Park City Education Foundation, its officers, directors, employees, agents and volunteers **FROM ANY AND ALL LIABILITY** for personal injury, death or property damage which results **IN ANY WAY** from my or my child(ren)'s or minors in my custody participation in the Activities including, without limitation, any caused by **NEGLIGENCE** or a condition on or about the premises hosting the Activities I **ACCEPT THE FULL RESPONSIBILITY FOR ANY AND ALL** such damages or injury of any kind which may result to me or my child(ren) or minors in my custody. I further agree to indemnify and hold harmless the Park City Education Foundation, its officers, directors, employees, representatives, agents and volunteers from any and all claims arising from my participation or involvement in the Activities wherever, whenever and however the claims may arise. In addition, by signing below, I represent to the Park City Education Foundation that I have the authority to enter into this contract on behalf of said minor(s) and on behalf of any other parent or guardian of said minor(s).

I, the undersigned, **HAVE READ AND UNDERSTAND**, the terms of this document and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs and assigns and in the event I am signing it on behalf of any minors, that I have **FULL AUTHORITY TO DO SO, REALIZING ITS BINDING EFFECT ON THEM** as well as me.

In exchange for, and in consideration of the Park City Education Foundation making these activities available to me and my child(ren) and/or minors in my custody and for participation in the Activities, I **CONTRACTUALLY AGREE** that any and all disputes between myself, my child(ren) and/or minors in my custody and the Park City Education Foundation arising from participating in the Activities (including any claims for personal injury and/or death), will be **GOVERNED BY THE LAWS OF THE STATE OF UTAH** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF UTAH**.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. I **AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM RELEASING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM SIGNING**.

SIGNATURE OF PARTICIPANT (or parent or guardian of participant if under 18 years of age)

DATE: _____

PRINTED NAME OF PARTICIPANT (please print clearly)

ADDRESS OF PARTICIPANT

CITY, STATE AND ZIP CODE