

# **Duchesne County Waiver, Indemnity, and Release of Liability Agreement**

**(This document affects your legal rights. Before signing you need to carefully read all of it).**

In consideration and as a condition of being permitted to participate, assist, volunteer, or be involved with the Duchesne County TRIATHALON (“Activity”), I hereby acknowledge, consent, and agree as follows:

**1. Acknowledgment of the Assumption of Risk:** I acknowledge that participating, assisting, volunteering, or being involved with the Activity involves significant risk of serious bodily injury or death. The risks associated with the Activity may be foreseeable or unforeseeable. The Activity presents risks that are unpredictable.

**2. Waiver of Loss, Liability, and Damage:** I acknowledge that under Utah law, I have the right to sue Duchesne County or Duchesne County Fair Board and its officers and employees (“Duchesne County”), for personal injury or death, or other losses arising from Duchesne County’s negligence or breach. I hereby waive those rights and any other rights or powers to sue for damages, legal or equitable, arising under or out of any action based upon contract, tort, common law, statute, or other legal or equitable theory, whether known or unknown to me. I hereby release and hold harmless Duchesne County of all losses, liability, damage or damages. This waiver is intended to apply to Duchesne County, Duchesne County Sponsors, or other third parties involved in any way with the Activity.

**3. Indemnity:** I will indemnify Duchesne County from all liability, losses, damage, and damages arising out of my involvement with the Activity, including any liability, losses, damage, or damages caused by Duchesne County’s negligence, in whole or in part.

**4. Qualifications for Involvement or Participation:** I verify and agree to the following:

(a) I do not have any medical condition or other impairment that would cause participation in the Activity to be harmful to the safety, wellbeing, and health of myself and others.

(b) I will not consume or be under the influence of any alcohol or illegal drugs or prescription drugs that would impair my ability to drive (if applicable) while interacting in any way with the Activity. I certify that I am not currently taking any prescriptions for which the side effects cause impairment in driving. For the safety of myself and others, I hereby consent to take random drug tests or those directed to be taken under reasonable suspicion of violating this provision.

(c) I will have a legal driver’s license that permits me to drive a vehicle and will wear or use at all times any required safety equipment (if applicable).

(d) I have been sufficiently instructed on the rules and regulations of the Activity and will them for all purposes relating to the Activity. I agree that any decision made by Duchesne County and the Activity coordinators, supervisors, organizers, officers, and employees is final and cannot be appealed.

**5. Minors:** As parent or legal guardian of my minor child, I verify that my child currently qualifies and will qualify to participate in the Activity pursuant to Section 4 above. By signing this agreement in behalf of my minor child, this agreement affects my child’s rights and responsibilities as if he/she had signed this agreement. I acknowledge that all of my child’s rights, as discussed in this agreement, are hereby waived. My child releases Duchesne County of any liability, losses, damage, and damages. I, as the parent or guardian of my child, will indemnify Duchesne County against any claim, action, or dispute, including attorneys’ fees, brought by my minor child or any third parties as a result of my child’s participation, assistance, volunteering, or involvement.

**6. Limitation of Liability:** In no event will Duchesne County, its officers, agents, sponsors, volunteers, or participants be liable for any indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with my participation in the Activity, even if the County has been advised of the possibility of such loss,

liability, damage, or damages. In no event shall the County's total liability for damages, direct or indirect, in connection with or arising from my participation in the Activity exceed the amount paid to enter or participate in the Activity or \$1,000, whichever is less, whether such liability arises from any claim based upon contract, warrants, tort, or otherwise. This provision also applies to minors who are participating in the Activity or who nevertheless bring a claim against the County once reaching the age of 18.

**7. Reduction in Statute of Limitations and Tolling Statutes:** No action shall be brought or Notice of Claim delivered or sent (Utah Code Section 63G-7-101 et seq., as amended) after one week from the date of the Activity. All laws, rules, and regulations tolling the time-limit pursuing an action shall not apply, including those involving children, incapacitated or disabled persons. No minor or parent/guardian may bring an action against the County if the contractual modified statute of limitations noted in this provision has expired. This section or any other section in this Waiver hereby waives privileges, rights, and immunities for governmental entities.

**8. Waiver of Governmental Immunities:** Notwithstanding anything in this Waiver to the contrary, nothing in this Waiver shall constitute a waiver of governmental immunities afforded to governmental agencies, its officers and employees.

**9. Severability:**

(a) If any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;

(b) If an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as witness; and

(c) Any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

**I have read this Waiver, Indemnity, and Release of Liability Agreement and understand all provisions. I understand that I am relinquishing my rights to sue or for compensation. I verify that if I had any questions, I have asked them before signing this Agreement, and I am satisfied with the answers I have received. I voluntarily, knowingly, and without duress, sign this Waiver on behalf of me and my minor child (if applicable).**

Parent/Legal Guardian: \_\_\_\_\_  
Please Print

Parent/Legal Guardian: \_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

Minor: \_\_\_\_\_  
Please Print (if applicable)

Minor: \_\_\_\_\_  
Signature (if applicable)

Dated: \_\_\_\_\_