

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

In consideration of Juab County, Juab Xtreme Racing, the Juab County Fair Demolition Derby, the Juab County Fair, the Juab Jr. Livestock Auction, Juab County Christmas in the County, and Juab County Rodeo(s) and Parade(s) (collectively, "Event Organizer") allowing me to participate in _____,

_____, _____,

_____ ("Event"), I understand and agree to the following:

1. I represent that I am in good health and in proper physical condition to participate in the Event, and I am not and will not be under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. I certify that to the best of my knowledge I am free from any communicable diseases, including COVID-19 (coronavirus). I represent that I do not exhibit any symptoms of any such diseases, including cough, difficulty breathing, and fever. I further agree that should I exhibit these symptoms within two weeks prior to the scheduled event for which I have entered my name, I will withdraw from all such events and not participate."
2. I understand and acknowledge the physical and mental rigors associated with the Event and realize that participation in this Event may involve risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis, and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents; illness; "(including all communicable diseases, specifically COVID-19 and related illnesses)"; contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road, 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 harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers. I understand that these risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inactions, or negligence of the Event Organizer, and I hereby expressly assume all such risks and responsibility for any damages, including all communicable diseases, specifically COVID-19 and related illnesses, liabilities, losses or expenses which I may incur as a result of my participation in the Event.
3. In any animal related Event in which participate, I fully understand the inherent risks associated with such activities. I understand that "inherent risk" means, with regard to any and all animal related activities, including but not limited to equine or livestock activities, those dangers or conditions which are an integral part of animal related activities, which may include:
 - a. the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;
 - b. the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
 - c. collisions with other animals or objects; or
 - d. the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability; and

I understand that the Event Organizer is not liable for the inherent risks associated with animal related events.

4. For myself and on behalf of my spouse, children, parents, guardians, heirs, and any legal and personal representatives, executors, administrators, successors, assigns, and agents, I hereby agree to fully

release the Event Organizer, its officers, agents, representatives, employees, and contractors from any and all liabilities, claims, or causes of action arising from or connected to my participation in this Event.

5. I certify that I have read this Agreement carefully and understand its contents.
6. I have signed this Agreement freely and voluntarily, without any inducement, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of its terms.
7. 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 will not affect the validity and enforceability of any remaining provisions.
8. Photo Release: Participants in the Juab County Fair Demolition Derby are sometimes photographed and or videotaped for use in the Juab County Fair Demolition Derby promotional and educational materials. I authorize Juab County Fair Demolition Derby to record, photograph the image and or voice/ or voice of my child. I understand and agree that these audio, video, film and /or print images may be edited, duplicated, distributed, reproduced, broadcast and or reformatted in any form and manner without payment of fees, in perpetuity

Print Participant's Name

Age

Signature

Date

IF A MINOR PARTICIPANT

I, _____, as parent/guardian of the participant named below, hereby acknowledge that I understand the risks inherent in this activity, as noted in paragraphs 1 through 3 above, and I assume those risks on behalf of my minor child. I also agree to the waiver of liability as stated in paragraph 4 above.

Print Participant's Name

Age

Signature of Parent/Guardian

Date