

ASSUMPTION OF RISK, RELEASE OF CLAIMS, TALENT RELEASE AND INDEMNIFICATION

THIS DOCUMENT IS A RELEASE AND LIMITS YOUR RIGHT TO RECOVER DAMAGES IN CASE OF DEATH, BODILY INJURY OR PROPERTY DAMAGE. THIS DOCUMENT ALSO ALLOWS USE OF YOUR LIKENESS AND RELATED RIGHTS. FURTHER, THIS DOCUMENT SETS FORTH CERTAIN INDEMNIFICATION OBLIGATIONS. READ IT CAREFULLY BEFORE SIGNING. THIS DOCUMENT IS SOMETIMES REFERRED TO HEREINAFTER AS THE "RELEASE."

RELEASEES: As used in this document, the term "Utah National Guard Affiliates" means the Utah National Guard (the "Utah Guard"), and any units, organizations, commands, officers, trustees, volunteers, employees, advisors, representatives and agents of the Utah National Guard.

RACE EVENTS: As used in this document, the term "Race Events" means all activities conducted by, associated with, or under the direction of, the Utah Guard in connection with the 2010 Sapper Joe Race to be held at Army Garrison-Camp Williams, Riverton, Utah, including, but not limited to, running on roads or trails owned by the Utah Guard and activities conducted during the course of such race.

ASSUMPTION OF RISK/INSURANCE: I acknowledge that participation in or with the Race Events involves many inherent risks as well as risks that may be individual in nature, including, but not limited to, the risk of serious injury, illness or death as a result of physical exertion, stress, exhaustion, heart attack, sunburn, windburn, heat stroke, extreme weather, thunderstorms, lightning, windstorms, accidents involving running or walking in a cross-country race and many other inherent safety risks. I further recognize and acknowledge that I am solely responsible for the safety, comfort, and well being of myself and any minor who accompanies me. In consideration of being allowed to participant in the Race Events, I ASSUME ALL RISKS AND RESPONSIBILITY FOR THE SAFETY OF MYSELF AND MY PROPERTY AS WELL AS THE SAFETY OF THE PERSON AND PROPERTY OF ANY MINOR WHO ACCOMPANIES ME. I agree that the use of all services, equipment, and/or facilities of the Utah National Guard Affiliates in connection with such activities are AT MY OWN RISK. I SPECIFICALLY ACKNOWLEDGE THAT THE SAPPER JOE RACE IS BEING CONDUCTED ON A MILITARY INSTALLATION, THAT NUMEROUS RISKS ARE INHERENT TO SUCH MILITARY INSTALLATION THAT ARE NOT PRESENT ON OTHER COURSES, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF UNEXPLODED ORDNANCE, AMMUNITION, WEAPONS AND DANGEROUS MILITARY EQUIPMENT, THE CONDUCT OF MILITARY TRAINING EXERCISES, AND OTHER RISKS ASSOCIATED WITH THE CONDUCT OF MILITARY ACTIVITIES, AND ASSUME ANY RISK ASSOCIATED WITH ENTRY ONTO A MILITARY INSTALLATION. I, the undersigned, understand that the Sapper Joe Race is a tough trail race through rugged mountainous terrain, and that there are inherent risks of serious injury or even death associated with my participation. I state that I have trained sufficiently for the completion of this event, and will be prepared in case of injury or inclement weather. I accept personal responsibility for the payment of all of my own medical and emergency expenses in the event of accident, illness, or other incapacitation regardless of whether I have authorized such expenses at the time they are incurred. To the extent that first aid or medical services are rendered to me or any minor who accompanies me, I agree that the terms of this document shall apply. I warrant and represent that I and any minor who accompanies me have health and life insurance ("Insurance") adequate for my needs and the needs of any minor who accompanies me and that such Insurance provides coverage with respect to participation in the Race Events.

RELEASE OF CLAIMS: In consideration of your accepting my entry, and intending to be legally bound for myself, my heirs, my executors, and my administrators, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE each and all of the Utah National Guard Affiliates from all liability to myself, any minor who accompanies me, my personal representative or estate, assigns, heirs and next of kin, and the personal representative of any minor who accompanies me or such minor's estate, assigns, heirs and next of kin, for any and all loss or damage and any claims and/or demands on account of injury, death, or damage to me, any minor who accompanies me, and any of my or such minor's personal possessions. I attest that I am physically fit and have sufficiently trained for the completion of this event and that a licensed medical doctor has verified my condition. I acknowledge that the course is strenuous and is run on difficult terrain in back-country on trails and on paved and unpaved roads under conditions that can change without notice at any time. I HEREBY WARRANT AND REPRESENT THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS RELEASE ON BEHALF OF MYSELF AND ANY MINOR WHO ACCOMPANIES ME; that I understand that the terms of this Release are contractual and create a binding contract with respect to the matters described herein; and that I have signed this Release as my own free act. I further warrant and represent that I shall comply with all policies and obey all rules of the Utah National Guard Affiliates, including those outlined herein. I also agree that if I or any minor who accompanies me am asked by any Utah National Guard Affiliate to (i) discontinue my participation, or the participation of any minor who accompanies me, in the Race Events or (ii) leave the area in which the Race Events are being conducted, I will do so immediately or will immediately cause such minor to do so, as the case may be, and I will not hold the Utah National Guard Affiliates liable for any expense incurred by me or such minor in doing so.

LIKENESS AND TALENT RELEASE: I hereby acknowledge that photographs, video filming, audio recordings, interviews, written documentation and similar recordings may or will take place in connection with the Race Events. I hereby IRREVOCABLY GRANT TO THE UTAH GUARD, its successors and assigns and any person, corporation or other entity which shall receive by transfer from the Utah Guard the rights and licenses granted herein (collectively "Transferees"), ALL RIGHTS AND LICENSE (i) to use the likeness, image, poses, sound recordings, acts, written description and appearance of the myself and any minor who accompanies me recorded in any medium ("Recordings"), (ii) to copy, distribute, exhibit, transfer, commercially exploit or assign the Recordings of myself and any minor who accompanies me, and (iii) to exhibit in any format and by any means, and in any manner throughout the world in perpetuity, by any now known, or hereafter discovered means, the Recordings of myself and any minor who accompanies me (matters described in (i), (ii) and (iii) collectively hereinafter "Transferred Rights"). Further, I IRREVOCABLY WAIVE AND RELINQUISH any right to compensation for any use in any manner of the Transferred Rights. I do further RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Utah National Guard Affiliates and any Transferee from any and all claims, damages, liabilities, costs (including attorneys' fees) and expenses which now or hereafter may occur, by reason of any use of the Recordings or other Transferred Rights of myself or any minor who accompanies me, including, but not limited to, any claims based on the right of privacy, the right of publicity, copyright, libel, slander or any other similar or related right.

INDEMNIFICATION. In addition to and without limiting anything contained herein, I hereby agree to indemnify each and all of the Utah National Guard Affiliates against, and agree to protect, save and hold harmless the Utah National Guard Affiliates from, any and all liabilities, obligations, losses, damages, claims, expenses (including court costs and attorneys' fees) and any other costs associated with or arising from any claim or claims made by me or on my behalf (or by any minor who accompanies me or on behalf of such minor) or by any third person whose claim (or claims) are related to my participation in, or the participation in of any minor who accompanies me, the Race Events and/or participation in the Race Events or the terms, conditions, or enforcement of the terms of this Release.

GOVERNING LAW/ENFORCEABILITY. This Release shall in all respects be governed by, and construed in accordance with, the law of the State of Utah in the United States of America without regard to its choice of law provisions. Each party hereto submits to the exclusive personal jurisdiction of the state and federal courts located in Salt Lake County, Utah, U.S.A. for all issues between them regarding this Release and the terms and conditions hereof. Any provision of this Release that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The undersigned acknowledges that it is his or her intention to provide a release of claims to the Utah National Guard Affiliates to the fullest extent permitted by law. To the degree that a court determines that any provision of this Release is partly or wholly unenforceable, such provision shall be re-written by the court or other tribunal interpreting the same such that it becomes enforceable and most closely approximates the intent of the parties.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS "**ASSUMPTION OF RISK, RELEASE OF CLAIMS, TALENT RELEASE AND INDEMNIFICATION**" BY CAREFULLY READING IT BEFORE SIGNING BELOW.

In the event that a minor child for whom I am responsible shall participate in the Race Events, I agree that I shall accompany such minor AT ALL TIMES while on the property of the Utah Guard. I also agree that the terms, conditions and provisions of this Release shall apply to me and such minor.

Name of Participant:

(Please Print)

Names of minor children who accompany Participant or for whom Participant is otherwise responsible and on whose behalf the Participant is authorized to sign this Release:

(Please Print)

(Please Print)

(Please Print)

(Please Print)

Signature of Participant
(Parent or Guardian, if Participant under 18 years)

Date

Address: _____
Phone Number: _____