



VOLUNTEER WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT
Specific Event Waiver Form for Adults (Age 18 or older)

Event Name: 2020 St. George Marathon Sanction #: 19-34-094 Event Date(s): October 2, 2020 - October 3, 2020
 Event Location: City of St. George, Utah Volunteer Area: _____
 Volunteer Shift Date: 10/ /20 Time: _____ a.m./p.m.

For and in consideration of St. George Marathon (“**Event Organizer**”) and USA Track & Field, Inc. (“**USATF**”) allowing the person identified below to participate in the USATF sanctioned event described above (**the “Event(s)”**); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Volunteer Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the “Agreement”**);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not 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, that I am responsible for my own safety and well being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and will represent an extreme test of a person’s physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water 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, not readily foreseeable and presently unknown risks and dangers (“**Risks**”). 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 negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which may be incurred as a result of my participation in any Event including travel en route to and from the Event.
3. I agree to be familiar with and to abide by the USATF Bylaws, Operating Regulations, and Competition Rules established for the Event, including any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: St. George Marathon, USA Track & Field, Inc., its Associations and Committees, City of St. George, Utah and all of its Departments, past and present officials, Event Directors and Promoters, Sponsors, Advertisers, Coaches and Officials; Venue and Property Owners upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the “Released Parties” or “Event Organizers”**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), injuries, including death, loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim.
5. I acknowledge and agree to allow my photograph, likeness and/or voice to appear in any documentary, promotional (including advertisements), television, radio or film coverage of the St. George Marathon without compensation or further notice, and I agree to assign all copyright or other interests therein to the City of St. George and the St. George Marathon.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. 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 shall not affect the validity and enforceability of any remaining provisions.

Print Name: _____ Age: _____ DOB: ____ / ____ / ____ Male Female
 # Years
 Home Address: _____ Volunteering: _____ Home Tel.: _____
 Email Address: _____ T-Shirt: Youth Adult → S M L XL 2XL 3XL 4XL

Signature of Volunteer

Date Signed