### Volunteer Waiver

In consideration of my participation in assisting or volunteering with St. George City Races, and any related programs, activities, or events, I understand and acknowledge that by signing below I am legally agreeing to the statements in the St. George City Races Volunteer Waiver and Release form.

### **Known Risks**

I volunteer to assist in the activities related to St. George City Races. I understand that my assisting or volunteering may involve risk of physical injury to me, or damage to my property, or other consequences which may or may not be known or reasonably foreseeable, which might result from my own actions, inactions or negligence or the actions; inactions or negligence of others; the rules of the St. George City Races; condition of the premises; weather conditions; or condition of any of the equipment used in the races.

# Assumption of Risk

I assume any and all risks for injury to person or property, or any other consequence arising out of my assisting, participating, or volunteering with St. George City Races including travel en route to and from races. I HEREBY WAIVE AND RELEASE MY LEGAL RIGHTS TO RECOVER IN TORT FOR DAMAGES CAUSED BY THE ORDINARY NEGLIGENCE OF OTHERS ARISING OUT OF OR RESULTING FROM MY VOLUNTEERING WITH ST. GEORGE CITY RACES.

# Waiver of Risks

I hereby release, waive, discharge and agree to indemnify and hold harmless for any and all purposes the City of St. George, all of its Departments, past and present officials, agents, insurers, representatives, employees, attorneys, predecessors, successors, and all other persons or entities associated with the City of St. George or St. George City Races (collectively referred to as the "Released Parties"), from any and all liabilities, damages, claims, demands, or injuries, including death, that may be sustained by me resulting from or arising out of my service as a volunteer, INCLUDING ANY SUCH DAMAGES, CLAIMS, DEMANDS, OR INJURIES, INCLUDING DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER ACT OR OMISSION OF THE RELEASED PARTIES, OR BY A PREEXISTING DEFECT. I understand that this agreement to indemnify and hold harmless does not apply to injuries caused by intentional or grossly neglected conduct. I understand and agree that this Waiver and Release shall bind my heirs, assigns, successors, and personal representatives, including my spouse and members of my family, and shall be governed by the laws of the State of Utah.

### Rights of publication

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 races without compensation or further notice, and I agree to assign all copyright or other interests therein to the City of St. George and St. George City Races.