

**UTAH STATE FAIRPARK  
VANS UTAH SPORTS COMMISSION SKATEPARK AGREEMENT**

I, \_\_\_\_\_ (print first and last name) wish to use Utah State Fairpark facilities, including the Vans Utah Sports Commission Skatepark. In exchange for receiving this privilege, I agree, represent, and warrant as follows:

- **I am 18 years old, or older.** (A government issued photo ID is required as proof of age and identity.)
- I certify that I have no health condition which would cause my participation in activities at the facilities to be hazardous to my health or the health of another. I authorize the Utah State Fairpark to provide or cause to be provided any medical treatment to me for an injury I sustain within the facilities, at my expense.
- I have read, understand and agree to be bound by this Agreement and the rules of the Utah State Fairpark facilities and Skatepark. I understand that any violations may result in my immediate removal from the facilities and suspension of the privilege of using the facilities.
- I know that skateboarding, in-line skating and bicycle riding are **inherently dangerous activities**. The risk of personal injury, disability, death, and property damage (collectively "Damages") increase when using ramps, curbs, steps, half pipes, inclines, declines, bowls or any other structures or devices. I know that the risks include uncontrolled boards and bicycles, falling, jumping, landing, performing tricks, and colliding with other users, staff, media personnel and spectators. I understand that these risks are increased when other persons, of varying skill levels, are present and using the same facilities. **I choose to voluntarily participate in these activities solely at my own risk.**
- I fully release and hold harmless the Utah State Fair Corporation, the Utah Sports Commission, the Utah Sports Commission Foundation, the State of Utah, and Vans, including their respective employees, officers, volunteers, contractors, and agents (collectively referred to as "UTAH"), of any duty to me and from any liability for the Damages that I may incur, or that my next of kin or heirs may suffer. I fully accept all responsibility and liability for my acts and omissions. I waive and relinquish any claim I or my next of kin or heirs may have against UTAH for any Damages, loss, costs and expenses and **promise not to sue or seek damages** from UTAH. **I understand and assume the entire risk of any Damages that occur as a result of my presence at the facilities.**
- I agree to fully indemnify and defend UTAH from all claims, losses, suits, actions, Damages, and costs of every name and description, including any Damages to any third party, arising out of or relating to my use of the facilities.
- I agree that this Agreement shall be binding upon my heirs, next of kin, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability or death.
- Any dispute or claim arising out of or related to this Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall exclusively be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- This Agreement is intended to be as broad and inclusive as is permitted by law, and if any provision is held invalid, the balance shall continue in full legal force and effect.
- This Agreement is the entire agreement between the parties and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- I may not change the terms of this Agreement, and any attempt to do so is deemed void.
- I understand that I should not sign this Agreement if I do not agree to its terms. I have the right to seek independent legal advice before signing this Agreement. I am aware that if I decide to sign this Agreement, **I assume all risks and waive and release the rights** that I and my heirs, next of kin, guardians, conservators, executors, administrators, trustees and assigns may have.

\_\_\_\_\_  
Participant's full name (Print)

\_\_\_\_\_  
Participant's Date of Birth

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Phone

\_\_\_\_\_  
Participant's Address

\_\_\_\_\_  
Emergency Contact Name (Print)

\_\_\_\_\_  
Emergency Contact Phone number