Ogden Painted Streets Project 2018

Event Participation Agreement (Adult)

IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ IN FULL AND UNDERSTAND BEFORE SIGNING

You have volunteered for the Ogden Painted Streets Project 2018, to participate in a street painting activity (hereafter, the "Event.") You may be hurt while engaging in this Event. If you are unwilling to assume all the risks of participation in the Event, DO NOT sign this document, in which case you will NOT be authorized to participate, and you will be refunded any monies you paid. If you sign this document BUT make any alterations to it, you are NOT authorized to participate in the Event.

1. **Assumption of Risks.** I, as the participant listed below ("Participant"), wish to engage in the Event. I understand that engaging in the Event or being present during the Event may put me at risk of serious injury or illness. I am able to perform the essential functions of the Event, and I am freely and voluntarily engaging in the Event. I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AM OF SOUND MIND, HAVE LEGAL AUTHORITY AND FREELY ACCEPT AND FULLY ASSUME THE RISK THAT I CAN SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH WHILE ENGAGING IN THE EVENT OR BEING PRESENT AT THE EVENT, not only in the ways known, but also in ways that are unknown and unexpected, even if I follow instructions or advice.

2. **Consent to Medical Treatment, Consent to Use of Images, Etc.** I acknowledge that I am participating in the Event without pay. If I am unable to consent at the time due to injury, illness or absence, I hereby consent to the administration of first aid and other emergency medical treatment for such injury or illness that occurs during my engaging in the Event. I have adequate health insurance or resources to cover the costs of treatment in case of any such injury or illness. I assume full responsibility for selection and use of personal transportation in connection with the Event. I grant to Organizer(s) and their assigns the right to use, reproduce, display, distribute and make derivative works, in any and all media, of my voice and likeness recorded while engaging in the Event and any biographical information furnished by me to Organizer(s).

3. **Waiver, Release and Indemnification.** I understand and agree that none of Ogden City, Ogden Downtown Alliance, Artus Magnus Enterprises (collectively, the "Affiliates") or property owners, manufacturers, business entities, vendors or suppliers who in any way are connected to the Event are insurers of my conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE THE AFFILIATES ALL OF THEIR TRUSTEES, DIRECTORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE EVENT. I ALSO AGREE THAT, IN THE EVENT THAT ANY PERSON BRINGS ANY CLAIM OR ACTION INDIVIDUALLY OR ON MY BEHALF, RELATED TO ANY INJURY OR LOSS SUFFERED BY ME AS A RESULT OF MY PARTICIPATION IN THE EVENT, THAT I WILL INDEMNIFY THE RELEASEES AGAINST SUCH CLAIMS, INCLUDING PAYMENT OF ATTORNEY FEES. I AGREE THAT THIS DOCUMENT SHALL BIND MY ASSIGNS, HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER.

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NAME OF PARTICIPANT **MAILING ADDRESS** **CITY** **STATE** **ZIP** **PHONE NUMBER**

_____

SIGNATURE OF PARTICIPANT **DATE**

Emergency Contact Information

Person to contact in an emergency _____

Relationship _____ **Phone #** _____