



NIXONSTRONG FOUNDATION, INC.

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

- 1. Recital of Waiver.** In consideration of permission and opportunity to engage in and to participate in activities of any kind, including athletic activities, sponsored by or associated with the NIXONSTRONG Foundation Inc. (“NIXONSTRONG”), Participant, on behalf of him or her, its heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant to indemnify and not to pursue in any legal proceeding or any possible legal cause of action against NIXONSTRONG , its directors, officers, employees, and agents from liability from any and all claims including negligence of NIXONSTRONG , resulting in personal injury, accidents or illness (including death), and property loss arising from, but not limited to, individual use and/or participation in activities related to and or sponsored by NIXONSTRONG , as referenced in this Agreement (the “Agreement”).
- 2. Assumption of Risks:** Physical activities, by their nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid risks and injuries. These specific risks and injuries vary from one activity to another, but range from minor injuries including scratches, bruises, and sprains, to major injuries such as fractures, joint injuries, back injuries, and concussions. More serious injuries could also be possible.
- 3. Release, Waiver of Liability, and Assumption of Risk.** In consideration of the opportunity afforded Participant to participate in activities associated with NIXONSTRONG, Participant hereby releases and forever discharges NIXONSTRONG from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from or in connection with activities associated with NIXONSTRONG . Participant understands that this release discharges NIXONSTRONG from any liability or claim that Participant may have against NIXONSTRONG with respect to any bodily injury, personal injury, illness, death, property loss, or property damage that may result from participation in activities associated with NIXONSTRONG . Participant understands and acknowledges that potential risks to health and personal property may be associated with participation in the activities, and Participant voluntarily assumes those risks.
- 4. Understanding.** Participant has read the previous paragraphs and knows, understands and appreciates these and other risks that are inherent in activities possibly engaged in by Participant. Participant represents that his/hers participation is voluntary and that they knowingly assume all such risks.
- 5. Indemnification and Hold Harmless.** Participant agrees to indemnify and hold NIXONSTRONG harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of any involvement in activities associated with NIXONSTRONG .
- 6. Severability.** The undersigned further expressly agrees that the foregoing waiver and

assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Utah and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. **Choice of Law.** This release shall be binding and legally enforceable against Participant and Participant's heirs, executors, administrators, and legal representatives. This release shall be governed by and interpreted in accordance with the laws of the State of Utah. In the event that any clause or provision of this release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this release.

8. **Minor Release.** The minor Participant's parent and/or legal guardian, understand the nature of activities associated with NIXONSTRONG and by executing this Agreement, does hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless NIXONSTRONG from all possible liability, claims, demands, losses, or damages on account of the minor Participant, caused or alleged to be caused in whole or in part by NIXONSTRONG, including any claims or determinations of negligence by NIXONSTRONG.

Acknowledgement of Understanding.

I (Participant and/or legal guardian) have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand and acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Printed Name of Participant: _____

Printed Name of Parent/Guardian if under 18: _____

Address: _____
(Street) (City) (State) (Zip)

Phone: _____ Date: _____

Participant/Parent/Guardian Signature (if under age of 18): _____

