

United Utah Furry Fandom (U2F2)
Liability Waiver

Internal Use - Waiver ID Number: _____

Today's Date: _____ Participant's Legal Name: _____

Participant's Alias: _____

PARTICIPATION AGREEMENT

(Legal Guardian or Individual over the age of 18)

INHERENTLY RISKY RECREATIONAL ACTIVITY –

THIS PARTICIPATION AGREEMENT ("Agreement") is made and is effective as of the last date executed (hereinafter the "Effective Date") by and between United Utah Furry Fandom (hereinafter "U2F2") and the elected administrators (hereinafter "Admins"), voluntary event organizers of U2F2 (hereinafter "event organizers") and the adult or guardian identified (hereinafter "Adult"), who is executing this Participation Agreement personally, and on behalf of themselves and any minor children specified below (the Adult and any minor children are collectively referred to hereinafter as the "Participants"). U2F2, Admins, event organizers and Participants are collectively referred to hereinafter as the "Parties." U2F2 events are any event organized by Admins. U2F2 Promoted events are any event organized by any member or non-member of the community.

WHEREAS, U2F2 and event organizers organize, operate, and promote public and private events in public and private locations in the state of Utah; and

WHEREAS, U2F2 makes events available to members solely for recreational use and enjoyment; and

WHEREAS, Participants desire to participate in ALL the recreational activities available at events organized, operated, and promoted by U2F2; and

WHEREAS, Participants have read and understood U2F2 community rules. Participants understand that U2F2 community rules are subject to change at any time; and

WHEREAS, Participants understand that breaking U2F2 community rules may restrict participation in any U2F2 event or any U2F2 promoted event; and

WHEREAS, Members know, understand and acknowledge that participation in ANY of the recreational activities available ANY event is purely voluntary, not essential or necessary, and intended solely for recreational enjoyment; and

WHEREAS, Participants know, understand and acknowledge that the use of public or private location event facilities and equipment constitutes an inherently risky recreational activity that can cause injury, damage to property to third parties; and

WHEREAS, U2F2 will not make not permit event participation available to Participants unless Participants are willing to take personal responsibility for any and all known and unknown injuries to Participants, damage to public or private property, and injuries to third parties that may result from Participants' voluntary participation in ALL the recreational activities available at the U2F2 meets or U2F2 promoted events and any of the other causes identified hereinafter.

WHEREAS, Participants know, understand, and acknowledge that transportation to and from events by members of the community are subject to local and state laws and regulations in regards to transportation of minors. Participants are willing to take personal responsibility for any and all known and unknown injuries to Participants, damage to property that may occur traveling to and from U2F2 events or U2F2 promoted events.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants, conditions, representations, and agreements contained herein, as well as the potential cost of admission to U2F2 meets, the Parties hereby agree as follows:

1. Waiver and Release of Liability

Whether using equipment and/or the facilities or not, all Participants, on behalf of themselves, and their parents, spouses, children/wards, heirs, assigns, representatives, estates, successors, attorneys, insurers, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the "Releasing Parties"), forever, finally, fully, permanently and unconditionally waive, release, acquit and discharge U2F2 Admins and event organizers, and its present and former Admins, event organizers, owners, members, principals, directors, subsidiaries, affiliates, representatives, predecessors, successors, shareholders, partners, parents, officers, agents, assigns, servants, attorneys, insurers, suppliers, manufacturers, clients, customers, participants, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the "Released Parties"), to the fullest extent permitted by law, from any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' use of the public or private location facilities or equipment and any of the other facilities at the events, and any claims for costs, expenses and attorneys' and expert fees associated therewith.

2. Assumption of Risk

Releasing Parties know, understand and acknowledge that the use of public or private event equipment and facilities constitutes an inherently risky recreational activity that may result in serious injury (such as paralysis and death), injury to third parties, and damage to property. Releasing Parties know, understand and

acknowledge that these risks include, but are not limited to, falling off equipment, heat exhaustion, collision with fixed objects and/or people, and failed attempted jumps and stunts. Releasing Parties hereby assume the risk both known and unknown of personal injury or death, injury to third parties, and damage to property that arise out of or relate in any way to Participants' past, present or future use of the public or private equipment, facilities, and the event premises.

3. Indemnification

To the extent allowed by law, the Releasing Parties hereby indemnify and covenant to hold harmless and defend Released Parties from any and all charges, passive and active negligence, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' use of public or private equipment or facilities and any of the other facilities at the event, or based on or arising out of any breach of this Agreement, its covenants, representations, or warranties by the Releasing Parties, and any claims for costs, expenses and attorneys'/expert fees associated therewith.

4. Fitness to Participate

Participants represent that they:(i) Are in good health, and in proper physical condition to participate in ALL U2F2 activities; (ii) Are NOT under the influence of alcohol, illicit or prescription drugs that would in any way impair their ability to safely participate in any activity on the event premises; (iii) Do NOT have ANY preexisting conditions which would make Participants unfit to participate in ANY activity at the event. It is the sole responsibility of all Participants to determine sufficiency of health, fitness, and ability to participate in ANY activity on the event premises.

5. Covenant Not to Sue

Releasing Parties hereby covenant not to sue Released Parties on account of any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' use of the equipment and any of the other facilities or venues where events occur, and any claims for costs, expenses and attorneys' fees associated therewith.

6. Representations, Warranties, and Further Assurances

Adult represents and warrants that she/he was given ample opportunity to read and review this Participation Agreement. Adult further represents and warrants that she/he is the parent or legal guardian of the minor

Participants, and that she/he has and will maintain adequate medical or other insurance to cover and pay for any possible injury that may occur to Participants and/or third parties that arise out of or relate in any way to Participants' use of the public or private event's equipment, facilities, or the premises of the event. Participants further represent and warrant that they HAVE read and MUST follow the rules of the respective public or private event, and will cause other Participants (including minor children) to follow such rules, including without limitation the U2F2 community rules posted on Facebook.com and Meetup.com U2F2 web pages.

7. Integration

This Participation Agreement constitutes the entire and only agreement and understanding between the Parties with respect to the subject matter hereof and may not be altered, enlarged, or abridged except by an agreement in writing executed by all of the Parties hereto.

8. Binding Nature of this Participation Agreement

The provisions of this Participation Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

9. Severability

All the provisions of this Participation Agreement shall be considered as separate terms and conditions. In the event that any provision hereof is determined to be invalid, prohibited, or unenforceable by a court or other body of competent jurisdiction, this Participation Agreement shall be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable. Notwithstanding the foregoing two sentences, in the event that any of the provisions of this Participation Agreement should be determined to be invalid, prohibited or unenforceable, the validity, legality and enforceability of the remaining provisions contained in this Participation Agreement shall not in any way be affected or impaired thereby.

10. Choice of Law and Jurisdiction

This Participation Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to any conflict of law rules of another state. Releasing Parties explicitly know, understand and acknowledge that the laws of the State of Utah may be more likely to recognize the validity and enforceability of the terms of this Participation Agreement-and particularly the parental waiver and indemnification provisions-than the laws of the other states. In executing this Participation Agreement, Releasing Parties' expressly intend and desire for the substantive laws of the State of California to govern the validity and enforceability of this Participation Agreement.

11. Mediation and Arbitration

Any and all disputes, claims, or controversies arising out of or relating in any way to this Agreement, including but not limited to Participants' use of the event's equipment, facilities, or premises at the event shall be submitted to a formal mediation using a mediator, or a comparative impartial third party, either appointed by the American Arbitration Association or any other mediator to which the Parties agree in writing. Mediation must commence within any applicable statute of limitations, and shall be deemed to commence when a Party notifies the agreed-upon mediator, in writing, of its request for mediation, the subject of the dispute, and the relief requested. Mediation shall be deemed to be in the nature of settlement negotiations and any dispute not otherwise satisfactorily resolved shall be subject to mandatory, final and binding arbitration. Either Party may initiate arbitration with respect to the matters submitted to mediation by notifying the other Party, in writing and within ten days after the mediation is concluded, of its demand for arbitration. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as arbitrator in the case. Any mediation and arbitration shall be conducted in Utah. Similar to a judge or jury, an arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, however the scope and rules of arbitration differ, and review is limited. Arbitration shall be the sole and exclusive forum for resolution of the dispute, claim or controversy, and the award shall be in writing, state the reasons for the award, and be final and binding. Judgment thereon may then be entered in any court of competent jurisdiction. By signing this Agreement, the Participants, to the fullest extent permitted by law, agree to this Section 11 and agree to settle disputes only by mediation and/or arbitration. Participants thereby waive their right to seek relief in a court of law and have any and all claims decided by a jury or a judge, or to maintain other available court action or administrative proceedings to settle Participants' disputes.

12. Attorney Fees for Breach of this Participation Agreement

In the event either Party hereto defaults in any of the covenants or agreements contained herein, including without limitation the eleventh clause, the non-prevailing Party shall pay all costs and expenses, including reasonable attorneys' fees and expert fees, incurred by the prevailing Party as a result of this default.

13. Acknowledgment of the Rules

All participants MUST READ, UNDERSTAND and FOLLOW all U2F2 rules. By signing this Agreement you are representing and warranting that you have READ, UNDERSTAND and WILL FOLLOW ALL RULES.

14. Video, Photo, and Image Release

The Agreement gives U2F2 the exclusive rights and permissions to use all media captured at U2F2 events. Including but not limited to: photos, and video. Which can be used for any and all purposes including but not limited to publication in both printed and electronic media, internet, websites, advertisement, and other promotional uses.

15. Subsequent Visits

This Agreement shall apply to ALL of Participants' future visits to U2F2 events.

IN WITNESS WHEREOF, the Adult has signed this Participation Agreement as of the date set forth above.

Adult/Parent/Guardian (Print): _____

Signature: _____ Date: _____

Minor Signature: _____ Date: _____

Emergency Contact Information

In the event of an emergency, provide a person who can be contacted:

Contact Name: _____ Relation: _____

Contact Phone: _____