

Party & Special Event Release Form 2009-10

RELEASE AND WAIVER OR LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of participating in the programs at **The Peak** I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participation in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue The Peak, its respective administrators, directors, agent officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Photo Release: I grant to The Peak, its representatives and employees the right to take photographs of me and my children in connection with the activities at The Peak; and I authorize The Peak to copyright, use and publish the same in print and/or electronically. I agree that The Peak may use such photographs with or without names for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Printed Name of Participant

Date of Birth

Age

Address Apt#

City

State

Zip

Printed name of Parent/or Legal Guardian

Phone#

Signature of Parent or Legal Guardian

Date

Email Address



1455 S. Commerce Way
Perry, Utah 84302
(435)723-1280
www.peakkids.com