

INDEMNIFICATION, HOLD HARMLESS and RELEASE of LIABILITY AGREEMENT

Whereas I, _____, desire to participate in a tour and/or demonstration of facilities owned and/or operated by Park City Municipal Corporation (hereinafter "Park City"), and in consideration of Park City's willingness to allow me to participate in said tour/demonstration/activities on or within Park City property or facilities;

I herewith agree and promise to indemnify and hold Park City, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of my acts, the acts or omissions, negligent or otherwise of Park City and/or its officers, agents, officials, members, employees, and volunteers, and any other participant in said activities or any other person or persons.

I acknowledge that this tour/demonstration involves risks including, but not limited to:

- (1.) Travel through underground tunnels which may have uneven and/or slippery surfaces and low overhead clearance;
- (2.) Exposure to an underground bulkhead or dam which retains a substantial quantity of water;
- (3.) Exposure to other water-system components such as high-pressure water valves, tanks and pipes, electrical gear, and water treatment chemicals; and
- (4.) Exposure to other underground mine tunnel and confined space related hazards, such as falling rock, obstructions or obstacles, air quality, and associated lighting and/or ventilation hazards.

I am participating in this tour/demonstration voluntarily after acknowledging all of the risks inherent in occupying a mine tunnel, and I agree to assume all of the risks associated with this tour/demonstration as a condition of my participation. I also agree to wear whatever safety equipment or protective gear that I deem necessary or that Park City instructs me to wear and I understand and agree that Park City staff will not inspect or approve safety equipment I have provided. I further agree to follow exactly all instructions and directions given by Park City employees or representatives both prior to and during the tour/demonstration. I acknowledge that Park City (including its employees, trustees and agents) cannot guarantee my safety during the course of the tour/demonstration, and I understand and agree that they have no obligation to do so.

As a precondition to participating in the tour/demonstration, I further agree to release, discharge and indemnify Park City, including its employees, trustees and agents, from and against all liabilities or claims which may in any way arise from or relate to my participation in the tour/demonstration.

I acknowledge that, after having read the above provisions, I have been given the opportunity to ask questions about those provisions and have been given the opportunity to elect not to participate in the tour/demonstration. I understand the above provisions and elect to participate in the tour/demonstration subject to the conditions, agreements and acknowledgments contained above.

Date: _____

Participant's Name (please print)

Signature of Participant or Participant's
Legal Guardian