

**SPECIAL EVENT SPONSOR  
WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

THIS IS A WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. THE SPECIAL EVENTS PERMIT APPLICANT MUST READ CAREFULLY BEFORE SIGNING.

In consideration for a permit to engage in the following special event activities on a State Highway Facility:

---

---

The special events permit applicant hereby acknowledges, represents, and agrees to the following:

1) I understand that the above described activities are or may be dangerous and may involve risks of injury, loss, or damage to myself, my group, or third parties and I freely and voluntarily assume any and all such risks. I further acknowledge that such risks may include, but are not be limited to, bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the permitted event activities.

2) If required by this paragraph, I agree to require each participant or participant group in our special event to execute a WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT for the State of Utah and the Department of Transportation (hereafter referred to as the "Department"), on a form approved by the Department.

Individual Participant Release and Indemnification required? YES \_\_\_ NO \_\_\_  
Participant Group Release and Indemnification required? YES \_\_\_ NO \_\_\_

3) I assume and agree to defend, indemnify and hold harmless the Department, its officers, officials, employees and volunteers, from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, that arises out of the event or from any activity, work or thing done, permitted, or suffered by the applicant or by a third party during the event, except this waiver and release does not waive liability for any injuries that are the result of willful, wanton, or intentional misconduct by the Department or any person acting on behalf of the Department.

4) The Department may revoke the permit at any time if, by reason of disaster, public calamity, riot or other emergency or exigent circumstances, the Department determines the safety of the public or property requires such immediate revocation. The Department may also revoke any permit issued if the Permit officer finds that the permit has been issued based upon materially false information or if the event exceeds the scope of the permit or fails to comply with any condition of the permit.

5) This WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT shall be effective and in full force and effect at any time after execution and will be binding upon us, and our successors, representatives, heirs, executors, assigns, and transferees. I agree that by executing this Agreement, I have carefully read this Agreement and understand fully its contents; that in executing this Agreement I voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that I intend to be legally bound hereby.

IN WITNESS WHEREOF, THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events permit applicant, acting by and through the undersigned, who represents under penalty of perjury that he or she is properly authorized to execute the same and bind the Special Events Applicant hereto.

PRINTED NAME OF SPECIAL EVENTS APPLICANT:

---

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_