UNIVERSITY OF UTAH

IMPORTANT: THIS IS A LEGAL DOCUMENT,
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.

ASSUMPTION OF RISK, WAIVER OF LIABILITY
AND INDEMNIFICATION AGREEMENT

This Agreement must be completed in order to participate in the activities associated with this program and course.

Participant (print full name): _____

Program: _____

Course: _____

I, the undersigned, am either the Participant named above or the parent and/or legal guardian ("Guardian/Parent") of the minor Participant named above. I am familiar with the curriculum and the activities, which take place in the above named course.

TERMS AND CONDITIONS

I will participate or authorize the Participant to participate in the above program and course at the University of Utah (the "Program"). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program, which may expose the participant to illness, injury, or death. Participant or guardian/parent freely and voluntarily participates or allows participation in the program with the knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

Participant or Guardian/Parent of Participant understands and acknowledge that the University of Utah ("University") is not an insurer of Participant's behavior, actions or participation in the program, and that the University assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of Participation in the Program activities. Participant or Guardian/Parent hereby agrees to release, waive, covenant not to sue, indemnify and hold harm less the University, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage , or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the above named Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

Participant of Guardian/Parent of Participant agrees that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

Participant does not have any medical conditions that would prevent participation in course Program.

Participant has adequate health insurance to cover the costs of treatment in the event of any injury.

Participant shall pay any attorney fees or cost s incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AND THE RELEASE ES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

_____ I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

_____   _____

Signature of Participant   Date

_____ I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Guardian/Parent of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

_____   _____

Signature of Legal Guardian and/or Parent of Participant   Date

Participant's Insurance I.D. number and insurance carrier, carrier address and phone number:
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