

Release and Indemnity Agreement – Participant who is Not a Minor

Please read carefully. This part contains a Release and Indemnity Agreement and surrender of certain legal rights.

I, for and on behalf of myself and my children, heirs, executors, administrators and representatives, **agree to release, indemnify and defend the OP, Weber State University, the State of Utah, and their officers, agents, servants, and employees** with respect to all claims, liabilities, losses, suits or expenses, made or brought by anyone, including a co-participant or third party, due to my enrollment or participation in OP activities or use of OP equipment or facilities. This agreement includes any losses claimed to be caused, in whole or in part, by the negligence of the OP. I understand that I agree here to waive all claims against the OP, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against the OP, as a result of any injury, damage, death or other loss suffered by me.

Conclusion

I agree that Utah State Law governs this, and all other aspects of my relationship with the OP. Further, any mediation, suit or other proceeding arising out of or relating to my enrollment or participation in OP activities, must be filed exclusively in the State of Utah, and Utah State Law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Utah mediator.

Photo Release

I authorize and release to OP the use of my image in any photograph or video recording for any purpose of OP.

Insurance

I have adequate health, disability, and life insurance for my family and myself. I agree that the OP has no responsibility for medical care provided to me/my child, and I agree to pay all costs associated with such care.

I hereby give permission for transportation to any medical facility, hospital and I authorize for any qualified staff, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "Aids" status, in the possession of OP to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on my behalf.

Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions of this Document, and those remaining provisions shall continue in full force and effect.

I have carefully read, understood and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself, my family, heirs, executors, representatives and estate.

Participant Printed Name	Signature	Date
Email	Phone #	
<u>Circle all that apply</u> WSU Student W# _____, Faculty/ Staff W# _____, Community, Male, Female		

IN CASE OF EMERGENCY, Please contact: _____ Phone: _____

The parent or guardian of a minor must also complete this section.

Parent(s) or Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they are subject to all of the applicable terms of this Document as set forth above except the waiver of the student's rights.

I have read the foregoing document and understand the risks involved with the activity my child is participating in. In consideration of student's participation in the course I do hereby agree to this waiver and release of my rights and the rights of the other parent or guardian.

I recognize that participation in the activity may involve moderate to strenuous physical activity and may cause physical and or emotional distress to participants. There may also be associated health risks. I state that student is free from any known heart, respiratory or other health problems that could prevent my child from safely participating in any of the activities.

I certify that I have medical insurance or otherwise agree to be personally responsible for costs of any emergency or other medical care that my child receives. I agree to release State of Utah, WSU, the OP and their agencies, departments, officers, employees, agents, and all sponsors, officials and staff or volunteers from the cost of any medical care that my child receives as a result of participation in the course.

I further agree to release the State of Utah, WSU, the OP, their agencies, departments, officers, employees, agents and all sponsors, officials and staff or volunteers from any and all liability, claims, demands, breach of warranty, negligence, actions, and causes of actions whatsoever for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of my child's participation in this activity/program. I understand my signature here includes my agreement to release any claims I may have against WSU and the OP as a result of any injury, damage, death or other loss suffered by my child.

Parent or Guardian Printed Name	Signature	Date
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