**SBS 4890**

**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.

Student (print full name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FORSEEABLE AND UNFORSEEABLE RISKS

I understand that there are certain foreseeable and unforeseeable risks associated with any program or course activities conducted off campus. I understand that this program/course will require me/the minor Participant to travel to and from the above referenced sites and that I/the minor Participant will be responsible for arranging my/his/her own travel to these sites. I recognize that there are certain risks associated with such travel. I understand that circumstances including weather conditions, terrain, personal medical conditions, etc. may present risks over which the University of Utah has little or no control.

There may be other foreseeable and unforeseeable risks associated with this program/course. I am choosing for myself or for my minor Participant to participate in this program/course knowing of the foreseeable and unforeseeable risks. If I/the minor Participant become(s) concerned about any safety or security concerns during off-campus activities associated with this program/course, I/the minor Participant will bring these concerns immediately to the attention of my program/course instructor(s). I/the minor Participant can choose not to participate in off-campus activities rather than to undertake the risks that cause me/the minor Participant concern.

ASSUMPTION OF RISKS

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 both foreseeable and unforeseeable risks and that other hazardous activities inherent in the program 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 acknowledges 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 no to sue, indemnify and hold harmless 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 or Guardian/Parent of participant agree 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 costs incurred by the University in enforcing this Agreement.

If any portion of the 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 REELEASEES 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 or older 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 their heirs and personal representatives of the participant.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Legal Guardian and/or Parent of Participant Date