

# 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 FOR U OF U ATHLETIC CAMP**

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

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

Name of Athletic Camp: \_\_\_\_\_

Date(s) of Camp: \_\_\_\_\_

### **ASSUMPTION OF RISK**

I, the undersigned, am the Participant named above. I am at least eighteen (18) years of age and understand the terms and conditions in this Agreement.

I am familiar with the various activities that may be included in this Camp including, but not limited to, instruction, conditioning, practices, games, meals, lodging and travel to and from camp activities ("Camp Activities"). I understand that Camp Activities can include foreseeable and unforeseeable risks including death, serious neck and spinal injuries, which may result in complete or partial paralysis, brain damage, serious injury related to the eye and/or head, serious injury to virtually all internal organs, serious injury to all bones, joints, ligaments, muscles, tendons, and other part of the muscular/skeletal system, and serious injury or impairment to other aspects of my body and general health and well-being. I further recognize that there are risks associated with travel and that I could incur some or all of these injuries during travel to and from Camp Activities. Knowing of these risks, I freely and voluntarily participate in the Program and hereby agree to assume and accept any and all risk of injury or death.

I am also familiar with the rules of conduct and University policies relating to this Camp. I agree to abide by the all of the operating procedures, including safety procedures outlined by the Camp instructors, plus any directions given to me by an authorized University employee during the course of the Camp.

### **WAIVER, RELEASE AND INDEMNIFICATION**

I understand and acknowledge that the University of Utah ("University") is not an insurer of my behavior, actions or participation in the Camp, and that the University assumes no liability whatsoever for personal injuries or property damages to me or to third persons arising out of my participation in the Camp activities. I hereby agree to release, waive, covenant not 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 me or loss or damage to any property belonging to me arising out of or related to participation in the above named Camp, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

I acknowledge that the University has strongly recommended to me that I seek medical advice concerning my physical health, conditioning and abilities, prior to engaging in any Camp Activities. I do not have any heart, respiratory or other health conditions that would prevent my safe participation in the Camp Activities.

I have adequate health insurance to cover the costs of treatment in the event of any injury (provide health insurance information below).

I hereby give my express consent in the event of injury for the University to obtain any necessary emergency aid, anesthesia and / or operation, if in the opinion of the attending physician, such treatment is necessary.

I agree that the site of any lawsuit arising out of or related to participation in the Camp 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.

I shall pay any attorney fees or costs 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.

I HAVE CAREFULLY READ THESE TERMS AND FULLY UNDERSTAND THEIR CONTENT AND AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT AND THE RELEASEES. I SIGN IT OF MY OWN FREE WILL. I HAVE HAD THE OPPORTUNITY TO SEEK LEGAL COUNSEL BEFORE SIGNING THIS DOCUMENT. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO GET ME TO SIGN THIS DOCUMENT. I ACKNOWLEDGE THAT THIS AGREEMENT WILL BIND ME AND MY HEIRS AND PERSONAL REPRESENTATIVES.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Name and Relationship to Participant

\_\_\_\_\_  
Emergency Phone Number

Participant's Insurance Company Name and Address: \_\_\_\_\_

\_\_\_\_\_  
Insurance Policy Number: \_\_\_\_\_