

PARENTAL CONSENT & ASSUMPTION OF RISK AND LIABILITY WAIVER

Name of Minor/Child: _____ Date of Visit _____

Activity: _____

ACCEPTANCE OF RISKS AND RESPONSIBILITY: In consideration of my child being allowed to participate in this activity, I fully and voluntarily accept all risks that may arise from direct or indirect involvement with this activity, which risks may result in loss or damage to property or injury, illness, or death to myself or others. I understand that these risks may be known or unknown, identified or unidentified, and anticipated or unanticipated. I also acknowledge that loss or damage to property or injury, illness, or death to Participant or others may result from the negligent acts of Activity participants or organizers (including Utah State University, its agents, officers, employees, devisees and assigns and the Board of Regents of the State of Utah (hereafter collectively, "USU")). I voluntarily accept the risks and dangers associated with the Activity. I agree that I will be personally liable for any damages that occur as a result of Participant's participation in the Activity. I agree to adhere, or cause Participant if a minor to adhere, to appropriate safety standards to ensure the safety of Participant, others, and associated property during participation in the Activity. I further understand and agree that my child's participation may be discontinued if, at the sole discretion of the Activity Supervisor, my child's behavior is considered hazardous or disruptive to the other participants.

RELEASE: I hereby voluntarily release and forever discharge USU from any and all liability, claims, demands, attorney fees, actions, or rights of action which are related to, arise out of, or are in any way connected with Participant's participation in the Activity, including specifically, but not limited to, the negligent acts or omissions of USU for any and all bodily injury, death, illness, disability, or damage to myself or to my property. I agree that USU is not liable for risks, negligent acts, or any other liability that may arise in connection with Participant's participation in the Activity.

INDEMNIFICATION: I hereby agree to hold harmless and indemnify USU against any and all losses, liabilities, or claims arising out of or connected to Participant's participation in the Activity. The indemnification obligations outlined herein extend to any and all costs and expenses, including attorney fees, incurred by USU in connection with any such loss, liability, or claim.

PHOTO RELEASE: Participants in UWRL events are sometimes photographed and videotaped for use in our promotional and educational materials. I authorize the UWRL to record and photograph the participant's image for use by the UWRL or its assignees in research, educational and promotional programs. I understand these audio, video; film and/or print images may be edited, duplicated, distributed, reproduced, broadcast, and/or reformatted in any form and manner without payment of fees. If you do not want to authorize the participant's image for UWRL use, please notify the host that they should not be photographed.

GOVERNING LAW AND JURISDICTION: The laws of the state of Utah shall govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, action, claims and causes of action relating to the validity, construction, and enforcement of this Agreement.

ACKNOWLEDGEMENT OF EFFECT OF THIS AGREEMENT: I understand and acknowledge that by signing this Agreement, I am agreeing to be bound by its terms and conditions. I acknowledge that by this Agreement, I have freely and voluntarily (a) given up certain legal rights and/or possible claims that I might otherwise assert or maintain against USU, including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of USU; and (b) assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by third parties against me/Participant as a result of Participant's participation in this Activity. **MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND UNDERSTAND THAT IT WAIVES MY RIGHT TO SUE USU.**

Parent/Guardian/Adult Participant Name (Please print): _____

Parent/Guardian/Adult Signature: _____ Date: _____

Email: _____ Phone: _____