



SUU MOUNTAIN RANCH RELEASE, ASSUMPTION OF THE RISK AND WAIVER

This RELEASE, ASSUMPTION OF THE RISK AND WAIVER is signed this _____ day of _____, 20____, by _____, for himself or herself, his or her organization, and for whom the person named above, by signing this RELEASE, ASSUMPTION OF THE RISK AND WAIVER, assumes responsibility for, supervision and care while present at the Southern Utah University ("SUU") Mountain Ranch, (collectively, "Participant").

In consideration of being allowed to participate in any and all events held at the SUU Mountain Ranch, Participant acknowledges and agrees as follows:

- 1. Participant knowingly and freely assumes all risks, both known and unknown, while present on the premises of the SUU Mountain Ranch. Participant understands that Participant will be present and will participate, without supervision by SUU or other personnel, in activities on the SUU Mountain Ranch, which includes both buildings and other improvements and also undeveloped land without maintained roads or trails, located a long distance from emergency medical services, which may be outside radio and cell phone range to call for assistance. The SUU Mountain Ranch has not been inspected for, nor have signs been installed to warn against, hazards such as uneven ground and terrain, wild animals, snakes, lightning, dead trees and branches that may fall unexpectedly and other dangerous conditions naturally occurring in outdoor settings.
- 2. Participant agrees to accept any risks, but by no means limited to those described in paragraph 1 above, and accept personal responsibility for any damages, including injury, permanent disability, property damage or death. If Participant observes any unusual hazard during the Participant's presence or participation, Participant shall remove himself or herself from participation and shall immediately bring such hazard to the attention of the nearest employee of SUU. Participant further agrees to not litter, damage or destroy any property or natural conditions on the SUU Mountain Ranch, and to pay for any damage, cleanup, repair or replacement caused by any act, error or omission of Participant while present on the Mountain Ranch.
- 3. Participant, for and on behalf of Participant, his or her heirs, assigns, personal representatives and next of kin, hereby releases, indemnifies and holds harmless and agrees to defend SUU, the Utah Board of Regents and the State of Utah, and their officers, officials, agents, employees, and other participants, with respect to injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Participant or otherwise, to the fullest extent permitted by law.
- 4. 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.

Participant acknowledges that he or she has read and understands the foregoing Release and Waiver, and Participant voluntarily and intelligently makes and executes this Release and Waiver.

Witness's Signature

Participant's Signature

Print Witness's Name

Print Participant's Name

Please return signed form to:
Brian Cottam
Associate Director of Regional Services
351 W. University Blvd. P.E. 222
Cedar City UT 84720

FAX at 435-865-8023
or
e-mail cottamb@suu.edu