

THUNDER U AT SOUTHERN UTAH UNIVERSITY

PARTICIPATION AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND ASSUMPTION OF THE RISKS AGREEMENT.

This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned "Participant" and Southern Utah University, its organizations, affiliates, partners, sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, contracted entities and facilities and the owners and lessors thereof, hereinafter referred to as "Releasees").

In consideration for the privilege of participation of the Participant in Thunder U Activities, which include but are not limited to: walleyball, volleyball, basketball, racquetball, badminton, fitness classes, inflatables, night games, flag football, soccer, tennis, and running, hereafter known as "Activities," the Participant certifies that they are over the age of 18 (or, if under 18, have parent/guardian approval) and acknowledges and agrees as follows:

1. Participation in Activities, includes participation in recreational activities and competitions that require potentially strenuous movements and actions (including but not limited to: running, jumping, throwing, bumping, hitting, kicking, etc.) and requires good health and fitness and can be **HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT**. Participant believes he/she is qualified to participate in activities, and if at any time the Participant believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activities. _____ INITIAL HERE
2. Participation in Activities exposes Participant to **RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH**. Risks may arise out of contact and/or participation with other participants, spectators, equipment, environment, facility and/or fixed objects; falls, collisions, rough play, and other mishaps; exposure to adverse weather conditions and/or high altitude; flaws and defects in equipment and facilities; irregular conditions; and negligent maintenance, and negligent participation. Risks may be caused by the Participant's own actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activities take place, and/or **THE NEGLIGENCE OF THE "RELEASEES."** Some Risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. _____ INITIAL HERE
3. Assumption of the Risks. I understand and agree that participating in or being present at or around the activity may create predictable and unexpected risks of serious physical or mental injury or death. These risks may include, but are not limited to: sprains; strains; fractures; damage to the head, face or body; emotional distress, flesh wounds; muscular skeletal injuries; cosmetic injuries; cuts; abrasions; penetrations; paralysis, foreign objects in the eye; amputations; permanent disabilities; drowning; and other serious injuries or death (collectively "risks"). **I CONSENT TO PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES (LEGAL AND FINANCIAL)** incurred as a result of such participation. _____ INITIAL HERE
4. Insurance. Southern Utah University does not provide insurance of any kind for individuals participating in this Activity, leaving me or my personal health or other insurance responsible for payment of any and all medical costs and care for any injuries or any other loss sustained during the Activity, or arising at any time from my participation. _____ INITIAL HERE
5. Waiver and Release of Liability. In consideration for the privilege of the Participant's participation in the Activities, the undersigned hereby **RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES** from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorneys fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, and indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law suffered by the Participant incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in Activities, as caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT(S), OR ANOTHER PERSON.** _____ INITIAL HERE
6. Governing Law, Venue and Jurisdiction: The undersigned understands and agrees that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Utah law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court of Iron County, or the federal courts located in Salt Lake City, Utah. _____ INITIAL HERE
7. Severability: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated. _____ INITIAL HERE

THE UNDERSIGNED PARTICIPANT HEREBY CERTIFIES THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNEES MAY HAVE AGAINST RELEASEES.

Participant Signature

Printed Name

Date

Parent/Guardian Signature (if participant under 18)

Printed Name

Date

CONSENT FOR MEDICAL TREATMENT

I, _____ hereby consent and give permission to be transported to any medical facility or hospital and authorize any qualified medical provider to give the care judged to be necessary.

I certify I do not have any medical or physical condition that would prevent my participation in these activities OR I feel the Thunder U Staff should know about: (voluntary disclosure)

Critical allergies (identify): _____

Names and telephone numbers of persons to contact in case of emergency:

Emergency Contact _____ Relationship _____

Daytime Phone Number _____ Evening Phone Number _____

Emergency Contact _____ Relationship _____

Daytime Phone Number _____ Evening Phone Number _____

Participant Signature

Printed Name

Date