

## **UNIVERSITY OF UTAH**

**IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

### **AGREEMENT**

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

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

Program: MUSS BUS XII, SEATTLE, WA – NOV 8-11

I, the undersigned, am either the Participant named above or the parent and/or legal guardian ("Guardian/Parent") of the minor Participant named above. I will participate or authorize the Participant to participate in the above program sponsored by the University of Utah (the "Program"). I am familiar with the activities which take place in the above named Program.

### **TERMS AND CONDITIONS**

As a condition of participation in the Program, Participant and Guardian/Parent acknowledge that the Program is a University activity. Participant agrees to comply with the reasonable directions and requests of the Muss Board chaperones. Participant agrees to abide by all of the standards of behavior set forth in the Student Code (Regulations Library, Policy 6-400, Section III) while participating in the Program. Participant also acknowledges and agrees that any use, possession or distribution of alcohol, narcotics, or other controlled substances during or prior to any leg of the bus rides to, from or in California is strictly prohibited. Any violation of these rules and expectations will result in a referral to the Dean of Students for disciplinary action under the Student Code and may result in ejection from the bus. Any Participant ejected from the bus for violation of these rules will be responsible for making any further travel arrangements and will bear the full cost of such travel arrangements.

### **ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNIFICATION**

Participant and Guardian/Parent of Participant understand that participation in the Program can include foreseeable and unforeseeable risks and other hazardous activities inherent in the Program which 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. 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 damage to Participant or to third persons arising out of Participation in the Program activities. Participant or Guardian/Parent hereby agrees 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 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 agrees 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 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.

PARTICIPANT AND 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 RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

\_\_\_\_\_ 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 Participant who has not yet reached eighteen (18) years of age. 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 the heirs and personal representatives of Participant.

\_\_\_\_\_  
Signature of Legal Guardian and/or Parent of Participant

\_\_\_\_\_  
Date

Participant's Insurance I.D. number and insurance carrier, carrier address and phone number: