

UNIVERSITY OF UTAH

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

FOR U OF U EVENT OR ACTIVITY

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

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

Participant (print full name): _____

Program, Course and or Instructor: _____

Date(s):

Trip Destination(s):

ASSUMPTION OF RISK

I, the undersigned, am the Participant named above. I am familiar with the curriculum and the activities which take place in the above named Program offered through the University of Utah (the "Program"). My participation in the Program may expose me to certain foreseeable and unforeseeable risks of injury such as, but not limited to illness, injury or even death. 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.

CONSENT TO TREATMENT

I agree that if any injury or emergency should occur with me during the Program, the University agents or employees accompanying me on the Program are authorized to take whatever steps are reasonably necessary in their judgment to attend to my medical needs. I agree to be responsible for any hospital expenses, doctor bills, or other expenses that may be incurred to attend to my medical needs.

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 Program, 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 Program 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 Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

I do not have any heart, respiratory or other health conditions that would prevent my safe participation in the Program. Inform instructor of any serious medical concerns prior to trip.

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

I agree 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.

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.

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

_____ I am signing this Agreement for myself as Participant. I acknowledge that I am at least eighteen (18) years of age and I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant

Date

Participant has been advised to maintain health and accident insurance to cover the costs of treatment in the event of any injury or illness.

PARTICIPANT INSURANCE INFORMATION

Policy number: _____
Insurance carrier: _____
Carrier address: _____

Contact person: _____
Phone number: _____
Additional information: _____

PARTICIPANT DRIVER INFORMATION

Drivers License (needed only if planning to be a driver on trip(s))

DL number: _____
Issuing state: _____
Expiration date: _____
Restrictions: _____

Are you a certified driver of a University vehicle? (Yes/No): _____

IN CASE OF EMERGENCY INFORMATION

Name of person to notify: _____
Relationship: _____
Phone number: _____
Additional information: _____

TALENT RELEASE FORM

PERMISSION TO USE PHOTOGRAPH OR RECORDING (check all that apply)

_____ Photographs of me _____ Voice Recordings _____ Picture Recordings

I hereby authorize the University of Utah Marketing & Communications Office (“University”) its agents, successors and assigns:

- For Photographs or Recordings of me: To use photographs, and/or voice recordings, and/or voice and picture recordings and authorize the University to use and publish or broadcast the same. I understand that such photographs and/or recordings may be used with my name, no name, or a fictitious name; and may be intentionally or unintentionally altered. I also understand that such photographs and/or recordings may be displayed, reproduced, published, and/or broadcast through any media including, but not limited to, print, broadcast, and/or digital media, and used for the purpose of publicity, advertising, trade, art, or any other lawful purpose without limitation as to optical or audio effect produced and/or time of use.

- For Photography Models: To reproduce and copy, publicly display, publicly distribute, and to prepare derivative works of photographic pictures of me, or in which I may be included in whole or part. I understand that all negatives and positives are solely the property of the University. I understand that such photographs may be displayed and/or reproduced in composite or distorted form, and may be intentionally or unintentionally altered. I also understand such photographs may be displayed or reproduced through any media, including, but not limited to, print, broadcast, and/or digital media, for art, advertising, publicity, trade, or any other lawful purpose. I hereby authorize the aforementioned uses and further authorize the University to use my name, image, and/or likeness in connection with the publication or display of such photographs without compensation.

I hereby waive any right that I may have to inspect and/or approve the photographs and/or recordings or the advertising that may be used in connection therewith, or approve the use to which the photograph and/or recording may be applied.

I hereby release and discharge the University, its agents, successors, and assigns from any and all claims arising out of or in connection with the use of such photographs and/or recordings, including, but not limited to, any claims of defamation or invasion of privacy.

Name: _____
Phone number: _____
Social Security or Tax ID number: _____
Street address: _____

Signature

Date

OFFICE UNIVERSITY OF UTAH USE ONLY

Job number: _____

Account Executive's name: _____