

**IMPORTANT: THIS IS A LEGAL DOCUMENT  
PLEASE READ & UNDERSTAND THIS DOCUMENT BEFORE SIGNING**

**Assumption of Risk, Waiver of Liability and Indemnification Agreement**

Program: Foothill Nature Walks  
 Organizer: Natural History Museum of Utah Date:

**Terms & Conditions/Voluntary Participation:** I, the undersigned, am the Participant or the Parent/Legal Guardian of the person named below. I understand that participation in the program identified above can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program, which may expose me to illness, injury or death. Specifically, I understand that the program involves a short hike over trails near the Utah Natural History Museum and that certain dangers and risks that may cause injury are inherent in such an activity, including: the potential to fall as a result of uneven or unstable trail conditions, the unpredictability of weather, potential dangerous encounters with wild animals including venomous snakes, the potential for another participant or spectator to act negligently and contribute to the injury of participant. Knowing these risks, I freely and voluntarily participate in the program, and/or give consent for my child or ward to participate in the program, and hereby agree to assume and accept any and all risks of injury or death.

**Waiver, Release & Indemnification:** I understand and acknowledge that the Natural History Museum of Utah, the University of Utah, the State of Utah, and their partner organizations (collectively "Program Organizers") are not insurers of Participant's behavior, actions or participation in the program, and that Program Organizers assume no liability whatsoever for personal injuries or property damage to Participant or to third persons arising out of participation in the program activities. To the fullest extent allowed by law, I hereby agree to release, waive, covenant not to sue, indemnify and hold harmless Program Organizers, and all of their officers, employees and agents (collectively "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 program identified above, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

**Authorization:** I hereby give permission to Program Organizers to seek emergency medical treatment on behalf of Participant.

**By signing this agreement, I am verifying the following::** (1) Participant does not have any medical conditions that would prevent participation in the program; (2) Participant has adequate health insurance to cover the costs of treatment in the event of injury; (3) Participant shall pay any attorney fees or costs incurred by Program Organizers in enforcing this Agreement; and (4) 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.

The University of Utah is committed to protecting minors participating in University programs. If you, as a parent/guardian, have concerns about any misconduct in connection with the above-named Event/Program, please contact the University's Office of Equal Opportunity and Affirmative Action at (801) 581-8365."

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

\_\_\_\_\_  
 Name of Participant Signature: Date

I am signing this Agreement on behalf of a minor Participant. 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 the Participant.

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

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