

UNIVERSITY OF UTAH

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

FOR U OF U EVENT OR ACTIVITY
**ACKNOWLEDGMENT OF RESPONSIBILITY, 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 and/or Course: Natural History Museum of Utah Run wit Daniel Lieberman,
October 4, 2013

ASSUMPTION OF RISK

I am familiar with the activities which take place in the above named Program at 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. I understand that inherent risks exist along the Bonneville Shoreline, including but not limited to, rattlesnakes, sharp objects, uneven surfaces, and hazardous weather conditions. 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.

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 have consulted my physician and do not have any heart, respiratory or other health conditions that would prevent my safe participation in the Program. All relevant allergies and physical and medical conditions that would or could affect my participation in the Program are identified below.

I certify that I have been advised to maintain medical insurance (provide insurance information below) and otherwise agree to be personally responsible for costs of any emergency or other medical care that I receive. I agree to release, waive, covenant not to sue, and hold harmless the University, and all of their officers, employees and agents (collectively the "Releasees") from the cost of any medical care that I receive as a result of participation in the Program.

I authorize the University to take and use without payment any photographs, slides, or video of me as may be needed for public relations, marketing/advertising in print or on our website, or internal training purposes.

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 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.

Signature of Participant

Date

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

Participant's Allergies: _____

Participant's Physical or Medical Conditions: _____
