



UTAH VALLEY UNIVERSITY
RISKS AND HAZARDS STATEMENT OF UNDERSTANDING AND RELEASE

The undersigned hereby acknowledges and agrees to the following statements:

- 1. I, _____ (herein "participant") expect and intend to participate in activities at the Student Life & Wellness Center (SLWC) on the Utah Valley University Orem Campus, on _____ (date/year) following the execution of this Statement of Understanding and Release.
2. In consideration of the University's sponsorship and direction of the activity, and his/her participation, participant hereby states that he/she has read and fully understands the Risks and Hazards Statement which is included herein and releases and discharges the State of Utah, the University, and their officers, agents and employees and volunteers from any and all claims, damages, losses or injuries connected therewith, including, but not limited to, any loss, damage or injury suffered by participant or others, arising out of this activity.
3. Participant further agrees to follow instructions or directions given verbally or posted by the SLWC staff.
4. Participant understands and acknowledges that there are specific risks of injury to person and/or property that are associated with activity, including risks related to exercise equipment, running, bowling, weight lifting, sports activities and other circumstances. Participant specifically assumes the risks associated with such conditions.
5. Climbing Wall Specific. Participant understands and acknowledges that there are specific risks of injury to person and/or property that are associated with this climbing wall activity. Participant specifically assumes the risks associated with such conditions. Risks include but are not limited to injury from climbing equipment, climbing a rock wall, rappelling, and other possible injuries.
6. Participant understands and acknowledges that Utah Valley University assumes no liability for personal injuries or property damages to participants or to third parties arising out of activity. Participant agrees to indemnify and to save harmless, the State of Utah, the University and its officers, agents, employees, and volunteers from any claim or liability arising out of the acts or omissions of the participant during any such activity, subject to any limitations or restrictions against such indemnification that are imposed by law.
7. Participant understands and acknowledges that there may be unsupervised times as well. It is understood that during this time participants will conduct themselves as responsible individuals as well as adhere to all applicable laws and statutes in effect. Failure to comply with this section may result in physical harm or property loss due to hazards beyond the University's control. Failure to comply may also result in expulsion from the activity and/or the SLWC. The University will not be responsible for any such acts nor any costs resulting from expulsion from the activity.
8. Dependents 16 years and older may use all of the SLWC facilities without supervision. Dependents 15 years of age or younger must be accompanied by a member who is parent, grandparent or legal guardian while using the SLWC facilities and can use any part of the SLWC. Restricted areas for dependents less than 10 years of age (even if they are with a parent, grandparent or legal guardian) are the Fitness/Dance rooms, cardiovascular equipment areas, and Strength equipment areas.
9. SLWC reserves the right to refuse service, access or remove any individual(s) whose behavior is inappropriate or in violation of University rules and regulations and/or the Code of Student Conduct.
10. The participant agrees and understands that he/she will be personally responsible for any medical costs incurred during this activity.
11. Image Release- Participant understands that images/recordings may be taken while participating in activities hosted by Utah Valley University, including the Activity. Participant hereby authorizes the use of photographs, video recording, and electronic sound recording by Utah Valley University, now or in the future, whether that use is known to Participant or unknown and waives any right to royalties or other compensation arising from or related to the use of the images or recordings.
12. I agree not to use any illegal drugs or alcohol while undertaking this activity at Utah Valley University and to abide by all provisions of Utah Valley University Student Rights & Responsibilities Code.
13. I am aware of the highly contagious nature of bacterial and viral diseases including, but not limited to the 2019 novel coronavirus disease (COVID-19) and Methicillin-resistant Staphylococcus aureus (MRSA) (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease, or other infectious diseases, by being at the SLWC and engaging in the activities available therein. I understand and acknowledge that such exposure or infection may

If participant is under the age of 18, a parent or guardian must sign as well.
I am a parent/guardian of the participant, and I attest that I have legal responsibility over the participant, and, my signature is sufficient to consent to the participation of the participant in the activities and to enter into the above agreement for and on behalf of the participant.
Printed name of parent or guardian: _____
Signature of release of liability and parental consent for child: _____
Dated: _____, 20_____

Updated: June/2020



result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including University employees. I understand that while the University has implemented preventative measures to reduce the spread of the Disease, the University cannot guarantee that I will not become infected with the Disease, or other infectious diseases, while at the SLWC and that being at the SLWC may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE SLWC TO ENGAGE IN ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM MY BEING AT THE SLWC OR ENGAGING IN ANY ACTIVITY AT THE SLWC, WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITY OR OTHERWISE.

I agree not to use any illegal drugs or alcohol while undertaking this activity with Utah Valley University and to abide by all provisions of Utah Valley University Student Rights & Responsibilities Code.

In case of emergency contact, _____ at _____.

Phone

Dated: _____, 20____.

Print Name Legibly: _____ Signed: _____

Participant