

**UTAH VALLEY UNIVERSITY
ACTIVITY PARTICIPATION AGREEMENT**



PARTICIPANT INFORMATION

Name: _____ ("Participant")

Address: _____

Phone Number: _____

EMERGENCY CONTACT INFORMATION

Name: _____

Phone Number: _____

ACTIVITY INFORMATION

Location: _____

Date(s): _____

Description of Activity: _____

_____ (the "Activity").

TERMS

This Activity Participation Agreement (the "Agreement") is entered into as of the last signature date below, by and between Utah Valley University, a body politic and corporate of the State of Utah ("UVU"), and Participant.

Participant acknowledges that this Agreement contains, among other provisions, the following contractual terms: an assumption of risk, a covenant not to sue, a release of the Participant's claims, and indemnification obligations. Participant represents that Participant is 18 years of age or older and is fully competent and authorized to sign this Agreement.

In consideration for UVU permitting Participant to engage in the Activity, Participant, and for its respective heirs, personal representatives, and assigns, agrees as follows:

Assumption of Risk. Participant represents that Participant is qualified, in good health, and in proper physical condition to participate in the Activity. Participant acknowledges and understands that the Activity may include physical activities, exertion, exposure to the elements, travel, and consumption of food or beverage. Participant acknowledges and understands that Participant may be exposed to certain risks that are inherent in participation in the Activity, including illness, personal injury, and/or death; other risks and dangers, whether known or unknown nor reasonably foreseeable. Participant knowingly and voluntarily, accepts, and assumes responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's engagement in the Activity.

Release, Covenant Not to Sue, and Indemnity: Participant shall indemnify and hold harmless, covenant not to sue, and release and fully discharge UVU, including its trustees, officers, agents, and employees (Releasees), from any and all claims or causes of action that may be brought by Participant, or by any other person (including

but not limited to Participant's estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to Participant's engagement in the Activity to the fullest extent permitted by law, excluding any loss, damage or injury caused by the sole negligence or intentional misconduct of any Releasee. This provision shall survive the termination or expiration of this Agreement.

Severability/Governing Law: Participant agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law governing this agreement and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

Health Insurance and Consent to Medical Treatment: Should Participant require emergency medical treatment arising during the Activity, Participant consents to such treatment. Participant acknowledges that UVU will not provide health and accident insurance for Participant, and Participant agrees to be financially responsible for any medical bills incurred as a result of emergency medical treatment.

Likeness Release: Participant authorizes UVU, acting through its agents, employees, or representatives, to take photograph, video, and/or audio recordings of Participant, including Participant's name, image, likeness, performance, and/or voice ("Recordings"). Participant grants UVU an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. Participant agrees that the Recordings may be used by UVU, including its assigns and transferees, for any purpose including but not limited to marketing, advertising, publicity, or other promotional purposes. Participant agrees that UVU will have final editorial authority over the use of the Recordings, and Participant waives any right to inspect or approve of any future use of the Recordings. Participant acknowledges that Participant is not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. Participant releases and fully discharges UVU, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to Participant's inclusion in the Recordings or UVU's future use of the Recordings. This provision shall survive the termination or expiration of this Agreement.

Acknowledgment: I understand the legal consequences of signing this document, including (a) releasing Releasees from all liability on my behalf, (b) promising not to sue, (c) and assuming all risks of participation in this Activity, including travel to, from, and during the Activity. I acknowledge that UVU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "**Act**"). Nothing in the Agreement shall be construed as a waiver by UVU of any protections, rights, or defenses applicable to UVU under the Act, including without limitation the provisions of Section 63G-7-604 regarding limitation of judgments. I understand that I am responsible for my obligations and acts as described in this Agreement. I agree to be bound by the terms of this Agreement. I have read this two-page document, and I am signing it freely and voluntarily.

Participant Signature

Date