

UTAH VALLEY UNIVERSITY
ACTIVITY PARTICIPATION AGREEMENT FOR MINORS



MINOR PARTICIPANT INFORMATION

Name: _____ (“Participant”)

Address: _____

GUARDIAN CONTACT INFORMATION

Name: _____ (“Guardian”)

Address (if different than Participant’s): _____

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 Guardian.

Guardian 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 Guardian and Minor’s claims, and indemnification obligations. Guardian represents that Participant is under 18 years of age and that Guardian is fully competent and authorized to sign this Agreement on Participant’s behalf. Guardian gives permission for Participant to engage in the Activity. In consideration for UVU permitting Participant to engage in the Activity, Guardian, for Participant, and for their respective heirs, personal representatives, and assigns, agrees as follows:

Assumption of Risk. Guardian represents that Participant is qualified, in good health, and in proper physical condition to participate in the Activity. Guardian acknowledges and understands that the Activity may include physical activities, exertion, exposure to the elements, travel, and consumption of food or beverage. Guardian 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, unknown, or not reasonably foreseeable. Guardian, on behalf of 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: Guardian, on their own behalf and on behalf of Participant, shall indemnify and hold harmless, covenant not to sue, and release and fully discharge UVU, including its trustees, officers, agents, employees, and representatives (Releasees), from any and all claims or causes of action that may be brought by Guardian, Participant, or by any other person (including but not limited to

Guardian's or 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: Guardian 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, Guardian consents to such treatment. Guardian acknowledges that UVU will not provide health and accident insurance for Participant, and Guardian agrees to be financially responsible for any medical bills incurred as a result of emergency medical treatment.

Likeness Release: Guardian authorizes UVU, acting through its trustees, officers, agents, employees, or representatives, to take photographs, videos, and/or audio recordings of Participant, including Participant's name, image, likeness, performance, and/or voice ("Recordings"). Guardian 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. Guardian 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. Guardian agrees that UVU will have final editorial authority over the use of the Recordings, and Guardian waives any right to inspect or approve of any future use of the Recordings. Guardian acknowledges that Participant is not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. Guardian releases and fully discharges UVU, and its trustees, officers, agents, employees, 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 am the parent or legal guardian of the Participant and am authorized to sign on Participant's behalf. I understand the legal consequences of signing this document, including (a) releasing Releasees from all liability on my behalf and on behalf of Participant, (b) promising not to sue, and (c) assuming all risks of Participant's participation in this Activity, including travel to, from, and during the Activity. I consent to Participant's participation in 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 and those of Participant 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.

Signature of Guardian

Date