

Release and Indemnity Agreement

Please read carefully. This part contains a Release and Indemnity Agreement and surrender of certain legal rights.

I, and if I am a minor, my parent(s), for and on behalf of myself and my children, heirs, executors, administrators and representatives, **agree to release, indemnify and defend the OP, Weber State University, the State of Utah, and their officers, agents, servants, and employees** (indemnify meaning protect by reimbursement or payment), with respect to all claims, liabilities, losses, suits or expenses (including costs and reasonable attorneys fees), made or brought by anyone, including a co-participant, third party, my child’s enrollment or participation in OP activities or use of OP equipment or facilities. This agreement includes any losses claimed to be caused, in whole or in part, by the negligence of the OP. I understand that I agree here to waive all claims against the OP, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against the OP, as a result of any injury, damage, death or other loss suffered by me or my child.

Conclusion

I agree that Utah State Law governs this, and all other aspects of my relationship with the OP. Further, any mediation, suit or other proceeding arising out of or relating to my enrollment or participation in OP activities, must be filed exclusively in the State of Utah, and Utah State Law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Utah mediator. I also agree that if I, my child, or someone on the child’s behalf, asserts a claim or files a suit against the OP, I will pay all costs and attorney’s fees incurred by the OP in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that the OP is not responsible for the injury or loss.

Photo Release

I authorize and release to OP the use of my image in any photograph or video recording for any purpose of OP.

Insurance

I agree that the OP has no responsibility for medical care provided to me/my child, and I agree to pay all costs associated with such care.

I hereby give permission for transportation to any medical facility, hospital and I authorize for any qualified staff, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or “Aids” status, in the possession of OP to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on my behalf.

Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions of this Document, and those remaining provisions shall continue in full force and effect.

I have carefully read, understood and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself, my family, heirs, executors, representatives and estate.

Participant Printed Name	Signature	Date
Email	Phone #	
<i>Circle all that apply</i> WSU Student W# _____, Faculty/ Staff W# _____, Community, Male, Female		

IN CASE OF EMERGENCY, Please contact: _____ Phone: _____

Parent(s) or Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above. If I have a participating minor, I understand my signature here includes my agreement, per the terms of this Document, to release any claims I may have against the OP, as a result of any injury, damage, death or other loss suffered by my child, and to defend and indemnify (reimburse) the OP should my child, someone on the child’s behalf, or a co-participant or third party, bring claim against the OP, in any way connected with my child’s enrollment or participation in OP activities or use of OP equipment or facilities.

Parent or Guardian Printed Name	Signature	Date
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