

**UTAH VALLEY UNIVERSITY
ACTIVITY PARTICIPATION AGREEMENT**

PARTICIPANT:

Name: _____ (“Participant”) _____

Address: _____

Phone Number: _____

LOCATION(s): _____

DATE(S): _____

EMERGENCY CONTACT INFORMATION:

Name: _____

Phone Number: _____

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 but is not limited to the following: physical activities (e.g., running, jumping, climbing); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain); travel to and from the Activity; and consumption of food and/or beverage. Participant acknowledges and understands that Participant may be exposed to certain risks that are inherent in participation in the Activity. These risks may include but are not limited to such things as incidents related to the above-mentioned activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, illness, personal injury, and/or death; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and drink items; other physical, mental, and emotional injury; 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.

Covenant Not to Sue: Participant agrees that it will not commence any legal action or lawsuit or otherwise assert any legal claim against UVU or its trustees, officers, directors, employees, and agents seeking relief for any claim, whether or not such claim is released or waived under this Agreement. This provision shall survive the termination or expiration of this Agreement.

Indemnification: Participant agrees to indemnify and hold UVU and its trustees, officers, directors, employees, and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of Participant's involvement in the Activity and to reimburse UVU for any such expenses incurred. This provision shall survive the termination or expiration of this Agreement.

Release of Claims: Participant releases and fully discharges UVU, including its trustees, officers, agents, and employees, 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. 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 of the State of Utah 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 as a result of accident or illness 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.

Bacterial and Viral Diseases. Participant understands and acknowledges the highly contagious nature of bacterial and viral diseases including, but not limited to the 2019 novel **coronavirus** disease (**COVID-19**) (collectively, the "**Disease**") and the risk that Participant may be exposed to or contract the Disease, or other infectious diseases, by participating in the Activity. Participant understands and acknowledges that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. Participant understands and acknowledges that this risk may result from or be compounded by the actions, omissions, or negligence of others, including University employees. Participant understands and acknowledges that while the University has implemented preventative measures to reduce the spread of the Disease, the University cannot guarantee that Participant will not become infected with the Disease, or other infectious diseases, while participating in the Activity and that participating in the Activity may increase Participant's risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. PARTICIPANT AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM PARTICIPATING IN THE ACTIVITY OR ENGAGING

IN ANY SIMILAR ACTIVITY AT THE UNIVERSITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITY OR OTHERWISE.

Personal Travel: I understand that activities or independent travel conducted when I have free time before, during or after the Activity, shall be unsupervised by UVU, its agents or employees. I agree that UVU, its agents and employees, shall bear no responsibility or liability for any injury, damage or loss suffered by me during such periods of independent activity or travel, and this Agreement shall remain in full force and effect during such times. I agree that in the event I become detached from the group or am unable to remain with the group for any reason not within the control of UVU, I will bear all responsibility and costs incurred to seek out, contact and reach the group at its next available destination, or to return home. I understand that if I voluntarily leave the

Activity for any reason, including, but not limited to, illness, I will be responsible for any and all costs associated with my return home and that there will only be a refund, if appropriate, in accordance with UVU policies.

Acknowledgment: I understand the legal consequences of signing this document, including (a) releasing UVU and its trustees, officers, directors, employees, and agents 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 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