



UTAH VALLEY UNIVERSITY
ACTIVITY PARTICIPATION AGREEMENT FOR MINORS



MINOR PARTICIPANT:

GUARDIAN:

Name: (Participant)

Name: (Guardian)

Address:

Address:

Phone Number

DESCRIPTION OF ACTIVITY:

(the "Activity")

LOCATION: DATE:

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:

1. 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 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. Guardian 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. 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.

2. Covenant Not to Sue: Guardian for him/herself, and on behalf of Participant, agrees that Guardian will not commence any legal action or lawsuit or otherwise assert any legal claim against UVU and its officers, directors, employees, and agents seeking relief for any claim, whether such claim is released or waived under this Agreement.

3. Indemnification: Guardian agrees to indemnify and hold UVU and its trustees, officers, directors, employees, and agents harmless from 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.

4. Release of Claims: Guardian for him/herself, and on behalf of 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 Guardian, Participant, or by any other person (including but not limited to Guardian'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.

5. Severability/Governing Law: Guardian 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.

6. Health Insurance and Consent to Medical Treatment: Should Participant require emergency medical treatment because of accident or illness 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 because of emergency medical treatment.

7. Bacterial and Viral Diseases. Guardian 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. Guardian understands and acknowledges that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. Guardian understands and acknowledges that this risk may result from or be compounded by the actions, omissions, or negligence of others, including University employees. Guardian 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, GUARDIAN ACKNOWLEDGES THAT GUARDIAN IS VOLUNTARILY ALLOWING PARTICIPANT TO PARTICIPATE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. GUARDIAN AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM PARTICIPANT'S PARTICIPATING IN THE ACTIVITY OR ENGAGING IN ANY SIMILAR ACTIVITY AT THE UNIVERSITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITY OR OTHERWISE.

8. Likeness Release. Guardian authorizes UVU, acting through its trustees, 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"). 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 employees, trustees, 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.

Acknowledgment: I am the parent or legal guardian of the Participant. I understand the legal consequences of signing this document, including (a) releasing UVU and its officers, directors, employees, and agents from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, and (c) assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity. I give my consent for Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document. I have read this two-page document, and I am signing it freely and voluntarily.

Signature of Guardian

Date: _____

Signature of Minor Participant

Date: _____