

ASSUMPTION OF RISK AND RELEASE AGREEMENT

In consideration for being permitted by Brigham Young University (“BYU”) to participate, and as an inducement to BYU to permit me to participate, in campus activities and/or utilize BYU’s premises, grounds, facilities, equipment, services, or programs, without respect to location, (collectively, the “Activities”), I recognize the hazards and dangers inherent in said Activities and already know or have been advised of said dangers, including but not limited to: **abrasions, falls, concussions, scrapes, cuts, bruises, broken bones, dislocations, sprains, strains, emotional/physical distress, damage or loss of personal equipment & belongings, dehydration, physical exhaustion, heart attack, heat exhaustion, injuries associated with travel, and death and disability (e.g., broken backs, necks, paralysis)**. I fully acknowledge the risk of injury or death, whether by my own actions, the actions of others, or events beyond my control. I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I acknowledge and agree that it is my sole responsibility to participate only in those Activities for which I have the prerequisite skills, qualifications, preparations, and training, and that I have no health-related reason(s) which would preclude or restrict my participation in such Activities. I do hereby agree to knowingly and voluntarily assume full responsibility for all of the risks surrounding my participation in said Activities and any other activity(s) that undertake as an adjunct thereto, including, but is not limited to, risks based on: BYU’s improper maintenance of its equipment (mechanical or otherwise), grounds or facilities; negligent instruction or supervision; and all risks associated with my own health problems and physical or emotional limitations. Furthermore, for myself, my heirs, and/or my personal representative(s), I hereby fully release, forever discharge, and covenant not to sue BYU, its officers, employees, and/or agents, without any limitations or qualifications, as to any and all liabilities, claims, demands, and actions which might be made by me or my estate on account of any losses, expenses, or damages of any kind concerning property or personal injuries (physical or emotional), or death which may result, directly or indirectly, from my participation in the Activities.

I also hereby give permission to BYU to authorize emergency medical treatment, if necessary, on my behalf and that such action (or inaction) by BYU shall be subject to the terms of this Release. I agree to be financially responsible, through insurance or otherwise, for paying all expenses associated with any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in the Activities, and agree to release and indemnify BYU from liability for such expenses and/or for its acts, omissions, or negligence in referring me for health care or in selecting the health care provider.

I understand that this signed Release shall be effective during the entire period of my participation in the Activities; that it binds me and my heirs, executors, administrators, and assigns; and that if any of its terms or provisions are held illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions shall not be affected thereby. I further agree that should I or anyone else bring a suit against BYU relating in any way to my participation in the Activities, this Release may be presented to the court as a dispositive, affirmative defense, and I further agree to pay all BYU’s attorneys’ fees incurred to bring that defense.

I grant permission for BYU to take, and make public, visual/audio images of me. I agree that BYU owns the images and all the rights to them. Without notifying me the images may be used in any manner or media including, but not limited to, university sponsored websites, publications, promotions, advertisements, and posters. I waive any right to inspect, approve, or be compensated for the use of such images.

BY MY SIGNATURE BELOW, I AFFIRM THAT I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND RELEASE AGREEMENT, UNDERSTAND ITS CONTENT AND PURPOSES, AND VOLUNTARILY AGREE TO ALL THE TERMS SET FORTH ABOVE.

Date: _____ **Participant’s Signature:** _____

Phone: _____ **Printed Name:** _____

Picture ID/NetID/BYU ID: _____ **Email:** _____