

ASSUMPTION OF RISK, INFORMED CONSENT, AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.

This Agreement must be completed and returned to the University of Utah School of Dance in order to participate in the activities associated with the School of Dance at the Marriott Center for Dance, University of Utah Asia or Utah Campus.

Participant (print full name): _____ Date of Birth: ____/____/____

Address: _____ City: _____ State: _____ Zip: _____

Program/Course (Specify if online): _____ Date(s) of Program/Course: _____

Emergency Contact Name: _____ Relationship: _____ Phone: _____

Participant's Insurance ID, Carrier, Address, and Phone: _____

Participant and/or Parent/Guardian has been advised to maintain health and accident insurance for Participant to cover the costs of treatment in the event of any injury or illness.

ASSUMPTION OF RISK

I, the undersigned, am the Participant named above. I am familiar with the curriculum and the activities which take place in the above named Program offered through the University of Utah (the "Program"). My participation in the Program may expose me to certain foreseeable and unforeseeable risks of injury such as, but not limited to illness, injury or even death. Knowing of these risks, I freely and voluntarily participate in the Program and hereby agree to assume and accept any and all risk of injury or death.

CONSENT TO TREATMENT

I agree that if, at the University of Utah, any injury or emergency should occur with me during the Program, the University agents or employees accompanying me on the Program are authorized to take whatever steps are reasonably necessary in their judgment to attend to my medical needs. I agree to be responsible for any hospital expenses, doctor bills, or other expenses that may be incurred to attend to my medical needs.

I acknowledge that if the course is taught in an online format and at a location chosen by me, I am responsible for any injury or emergency that may occur.

WAIVER, RELEASE AND INDEMNIFICATION

I understand and acknowledge that the University of Utah ("University") is not an insurer of my behavior, actions or participation in the Program, and that the University assumes no liability whatsoever for personal injuries or property damages to me or to third persons arising out of my participation in the Program activities. I hereby agree to release, waive, covenant not to sue, indemnify and hold harmless the University, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or loss or damage to any property belonging to me arising out of or related to participation in the above named Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

The University of Utah recognizes the seriousness of concussions and head injuries and takes seriously its obligation to address concussions that occur during University sponsored activities. The Utah Protection of Athletes with Head Injuries Act requires "amateur sports organizations," which may include the University of Utah, to adopt and enforce a concussion and head injury policy/guideline for minors who participate in a University of Utah sporting event. I understand the policy G1-015 located at <https://regulations.utah.edu/info/policyList.php>.

I do not have any health problems, including but not limited to heart or respiratory conditions that would prevent my safe participation in the Program.

I have adequate health/medical insurance to cover the costs of treatment in the event of any injury (provide health insurance information above).

I agree that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

I shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

_____**(Initial)** I am signing this Agreement for myself as Participant. I acknowledge that I am at least eighteen (18) years of age and I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant (Participant age 18+)

Date

MINOR PARTICIPANT INFORMED CONSENT

I, the undersigned, am the Participant named on page 1. I am familiar with the curriculum and the activities which take place in the above named Program at the University of Utah, the partnership location, or if the course is taught in an online format, at a location chosen by the Participant/Guardian (the "Program"). I understand that my participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program, which may expose me to illness, injury or death. Knowing of these risks, I freely and voluntarily participate in the Program.

I am also familiar with the rules of conduct and University policies relating to this Program. I agree to abide by the all of the operating procedures, including, but not limited to, safety procedures outlined by the Program instructor, plus any directions given to me by an authorized University employee during the course of the Program.

Signature of Participant (Minor Participant age 12-17)

Date

PARENT/GUARDIAN CONSENT TO TREATMENT, WAIVER AND RELEASE

I _____ am the parent/guardian of the above named Participant who is under 18 years of age. I am familiar with the curriculum and the activities which take place in the above named Program and hereby give consent for the Participant to participate in the Program. I understand that participation in the Program can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program, which may expose the participant to illness, injury or death.

I acknowledge that if the course is taught in an online format and at a location chosen by me, I am responsible for the supervision of the Participant during his/her participation in the Program.

The University of Utah recognizes the seriousness of concussions and head injuries and takes seriously its obligation to address concussions that occur during University sponsored activities. The Utah Protection of Athletes with Head Injuries Act requires "amateur sports organizations," which may include the University of Utah, to adopt and enforce a concussion and head injury policy/guideline for minors who participate in a University of Utah sporting event. I understand the policy G1-015 located at <https://regulations.utah.edu/info/policyList.php>.

I state that Participant is free from any health problems, including but not limited to heart or respiratory problems that could prevent Participant from safely participating in any of the activities.

I hereby give my express consent in the event of injury at the University of Utah or business partner location(s) for the University to obtain for the Participant any necessary emergency aid, anesthesia and / or operation, if in the opinion of the attending physician, such treatment is necessary.

I certify that participant has medical insurance (provide insurance information on page 1) and otherwise agree to be personally responsible for costs of any emergency or other medical care that Participant receives. I agree to release, waive, covenant not to sue, and hold harmless the University and all of their officers, employees and agents (collectively the "Releasees") from the cost of any medical care that Participant receives as a result of participation in the Program.

I understand and acknowledge that the University of Utah is not an insurer of Participant's behavior, actions or participation in the Program and that the University assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of Participant's participation in the Program activities.

I agree to release, waive, covenant not to sue, indemnify and hold harmless the Releasees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of Participant's participation in the Program and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee. This release extends to any claim made by parents or guardians or their assigns arising from or in any way connected with the aforementioned activities.

I agree that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

I shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

*The University of Utah is committed to protecting minors participating in University programs. If you, as a parent/guardian, have concerns about any misconduct in connection with the above named Event/Program, please contact the University's Office of Equal Opportunity and Affirmative Action at (801) 581-8365.

_____ **(Initial)** I acknowledge that I am the Parent/Guardian of the Participant and I am at least eighteen (18) years of age and I have read this document in its entirety and fully understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Signature of Legal Guardian and/or Parent of Participant

Date