

## Dixie State University

### Waiver, Release of Liability, Indemnification, and Consent to Medical Attention

In exchange for my being allowed to participate in the educational program or activity of the ("University") identified as the \_\_\_\_\_, that is scheduled to occur during the period from \_\_\_\_\_ through \_\_\_\_\_ (the "Activity"), I and, if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

1. Assumption of Risk. I expressly acknowledge that I am not required to participate in the Program or Activity. Accordingly, I voluntarily accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program and/or Activity.

2. Identification of Risks. I understand that there are certain dangers, hazards, and risks inherent in travel and the activities included in the Program or Activity. I understand that such dangers, hazards, and risks may involve risk of injury and loss, both to person and property. I further understand that the risk of injury may include the possibility of permanent disability and death. I understand that the premises, facilities, and equipment used in conducting the activities of the Program and Activity are owned, maintained, or controlled by someone other than the University. The University does not own, maintain, or control the premises, facilities, or equipment. There may be other risks not known to the University or not reasonably foreseeable at this time. I understand that these risks of injury and loss might result from the actions, inactions, negligence, or conduct of the University or others, the rules of the Program and/or Activity, or the condition of the premises, the facilities, or any equipment used in the Program and/or Activity. I further understand that the University cannot and does not assume responsibility for any such injury or loss.

3. Waiver and Release. I waive and release the University, and their directors, officers, sponsors, employees, agents, volunteers, successors and assigns, if any, from all claims for any liability, injury, loss, or damage in any way connected with my participation in the Program and/or Activity, whether or not caused in whole or part by the negligence of any of the organizations or individuals mentioned above.

4. Indemnification. I agree to indemnify and hold harmless (in other words reimburse and be responsible for) the University, the Premises Owner, and their directors, officers, sponsors, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, or damage in any way connected with or arising out of my participation in the Program and/or Activity, whether or not caused in whole or in part by the negligence of any of the organizations or individuals mentioned above.

5. Consent to Medical Treatment. I agree that the University or Premises Owner may provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services. I understand and agree that the University assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized medical treatment. I further agree that any expense resulting from the provision of such medical services is my responsibility. This consent does not impose a duty upon the University or Premise Owner to provide such assistance, transportation, or services.

6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the University, the Premises Owner, and their respective successors and assigns.

7. Invalidity/Unenforceability. If any provision of this instrument is held to be invalid or unenforceable, this instrument shall be construed as if such valid or unenforceable provision was not contained herein,

8. Applicable Law. Because the University is a state institution located in St. George, Utah, this instrument shall be governed, construed and enforced in accordance with the laws of the State of Utah.

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT VOLUNTARILY,

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PRINTED NAME

SIGNATURE

DATE

If the person participating in the Program and/or Activity is not yet 18 years old:

As parent or legal guardian of the above-named individual, I verify that I fully understand, agree to, and accept all provisions of this Waiver, Release of Liability, Indemnification, and Consent.

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PRINTED NAME

SIGNATURE

DATE