

Be Well Walk/Run 2019 Race Application Supporting Documentation

Participant Waiver:

University of Utah – Be Well Walk & Run

IMPORTANT: THIS IS A LEGAL DOCUMENT.

PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This agreement must be completed in order to participate in the activities associated with this program and course.

I, the undersigned, am the Participant named above or the parent and/or legal guarding ("Guardian/Parent") of the minor Participant named above. I am familiar with the curriculum and activities that take place in the above named course.

TERMS AND CONDITIONS

I will participate or authorize the Participant to participate in the above program and course at the University of Utah (the "Program") of the minor Participant named above. I am familiar with the curriculum and activities that take place in the above named course.

WAIVER, RELEASE, AND INDEMNIFICATION

Participant or Guardian/Parent of Participant understands and acknowledges that the University of Utah ("University") is not an insurer of Participant's behavior, actions, or injuries or property damages to Participant or Guardian/Parent hereby agrees to release, waive, covenant not to sue, indemnify, and hold harmless the University, and all of their officers, employees, and agents (collectively the "Releases") from any and all liability claims, demands, actions, and causes of action that may be sustained by Participant or loss, damage, or injury, including death, that may be sustained by Participant arising out of or related to participation in the above names Program, and excepting only such loss, damage, or injury as may be caused by the sole negligence of any Release.

Guardian of Participant/Parent of Participant agrees 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. Participant does not have any medical conditions that would prevent participation in course Program. Participant has adequate health insurance to cover the costs of treatment in the event of any injury. Participant 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 OR GUARDIAN/PARENT OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AND THE RELEASES AND SIGNS IT OF HIS OR HER OWN FREE WILL.