WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

Department: ___________________    Class Activity: ___________________

Waiver: In consideration of being permitted to participate in any way in ___________________________(insert name of the event), held on ________________ (insert date of event), hereinafter called “The Activity”, I, for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue WESMINSTER COLLEGE, its officers, employees, and agents from liability from any and all claims including the negligence of WESTMINSTER COLLEGE and The BOARD OF TRUSTEES, its officers, employees and agents, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in “The Activity.”

Assumption of Risks:
Participation in “The Activity” carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to an other, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in “The Activity.” I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless:
I also agree to INDEMNIFY AND HOLD WESTMINSTER COLLEGE AND ITS BOARD OF TRUSTEES HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in “The Activity” and to reimburse them for any such expenses incurred.

Severability:
The undersigned further expressly agrees that the foregoing waiver and assumption of risks 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 thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding:
I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and
intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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<tr>
<th>Signature of Participant</th>
<th>Print Name of Participant</th>
<th>Date</th>
<th>Age (if minor)</th>
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<tr>
<th>Signature of Parent/guardian of Participant, if Minor</th>
<th>Print Name of Parent/Guardian of Participant, if Minor</th>
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Complete description of Class or Activity, including date(s) and transportation (if any)

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