

**SALT LAKE COMMUNITY COLLEGE
ACTIVITY PARTICIPATION AGREEMENT**

PARTICIPANT:

LOCATION(s): _____

Name: _____ ("Participant")

Address: _____

Date(s): _____

EMERGENCY CONTACT INFORMATION:

Name: _____

Phone Number: _____

Phone Number: _____

DESCRIPTION OF ACTIVITY:

(the "Activity").

TERMS

This Activity Participation Agreement (the "Agreement") is entered into as of the last signature date below, by and between Salt Lake Community College, a body politic and corporate of the State of Utah ("SLCC"), and the Parent or Guardian ("Parent/Guardian") of the Participant.

Parent/Guardian acknowledges that this Agreement contains, among other provisions, the following contractual terms: an assumption of risk, a covenant not to sue, a release of the Parent/Guardian claims regarding Participant, and indemnification obligations. Parent/Guardian represents that Participant is under 18 years of age and that Parent/Guardian is fully competent and authorized to sign this Agreement on Participant's behalf. Parent/Guardian gives permission for Participation to engage in the Activity described herein. In consideration for SLCC permitting Participant to engage in the Activity, Parent/Guardian, and for its respective heirs, personal representatives, and assigns, agrees as follows:

1. Assumption of Risk. Parent/Guardian represents that Participant is qualified, in good health, and in proper physical condition to participate in the Activity. Parent/Guardian acknowledges and understands that the Activity may include but is not limited to the following: physical activities (e.g., running, jumping, climbing); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain); travel to and from the Activity; and consumption of food and/or beverage. Parent/Guardian acknowledges and understands that Participant may be exposed to certain risks that are inherent in participation in the Activity. These risks may include but are not limited to such things as incidents related to the above-mentioned activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, illness, personal injury, and/or death;

adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and drink items; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable. Parent/Guardian knowingly and voluntarily, accepts, and assumes responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's engagement in the Activity.

2. **Covenant Not to Sue:** Parent/Guardian agrees that it will not commence any legal action or lawsuit or otherwise assert any legal claim against SLCC or its trustees, officers, directors, employees, and agents seeking relief for any claim, whether or not such claim is released or waived under this Agreement. This provision shall survive the termination or expiration of this Agreement.

3. **Indemnification:** Parent/Guardian agrees to indemnify and hold SLCC and its trustees, officers, directors, employees, and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of Participant's involvement in the Activity and to reimburse SLCC for any such expenses incurred. This provision shall survive the termination or expiration of this Agreement.

4. **Release of Claims:** Parent/Guardian releases and fully discharges SLCC, including its trustees, officers, agents, and employees, from any and all claims or causes of action that may be brought by Parent/Guardian, or by any other person (including but not limited to Parent/Guardian's estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to Participant's engagement in the Activity to the fullest extent permitted by law. This provision shall survive the termination or expiration of this Agreement.

5. **Severability/Governing Law:** Parent/Guardian agrees that this 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 hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

6. **Health Insurance and Consent to Medical Treatment:** Should Participant require emergency medical treatment as a result of accident or illness arising during the Activity, Parent/Guardian consents to such treatment. Parent/Guardian acknowledges that SLCC will not provide health and accident insurance for Participant, and Parent/Guardian agrees to be financially responsible for any medical bills incurred as a result of emergency medical treatment. SLCC, SLCC athletes, advisors, instructors, and supervisors shall not be held responsible or liable for any illness or injuries that may occur to the minor. Further, Parent/Guardian will provide proof of Medical/Dental insurance in the event of an accident or injury.

7. **Likeness Release:** Parent/Guardian authorizes SLCC, acting through its agents, employees, or representatives, to take photograph, video, and/or audio recordings of Participant, including Participant's name, image, likeness, performance, and/or voice ("Recordings"). Parent/Guardian grants SLCC an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. Parent/Guardian agrees that the Recordings may be used by SLCC, including its assigns and transferees, for any purpose including but not limited to marketing, advertising, publicity, or other promotional purposes. Parent/Guardian agrees that SLCC will have final editorial authority over the use of the

Recordings, and Parent/Guardian waives any right to inspect or approve of any future use of the Recordings. Parent/Guardian acknowledges that Parent/Guardian is not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. Parent/Guardian releases and fully discharges SLCC, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to Participant's inclusion in the Recordings or SLCC's future use of the Recordings. This provision shall survive the termination or expiration of this Agreement.

8. Bacterial and Viral Diseases. Parent/Guardian understands and acknowledges the highly contagious nature of bacterial and viral diseases including, but not limited to the 2019 novel coronavirus disease (COVID-19) (collectively, the "Disease") and the risk that Participant may be exposed to or contract the Disease, or other infectious diseases, by participating in the Activity. Parent/Guardian understands and acknowledges that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. Parent/Guardian understands and acknowledges that this risk may result from or be compounded by the actions, omissions, or negligence of others, including college employees. Parent/Guardian understands and acknowledges that while the college has implemented preventative measures to reduce the spread of the Disease, the college cannot guarantee that Participant will not become infected with the Disease, or other infectious diseases, while participating in the Activity and that participating in the Activity may increase Participant's risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, PARENT/GUARDIAN ACKNOWLEDGES THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. PARENT/GUARDIAN AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM PARTICIPATING IN THE ACTIVITY OR ENGAGING IN ANY SIMILAR ACTIVITY AT THE COLLEGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COLLEGE OR OTHERWISE.

9. Acknowledgment: I, in my own behalf and on behalf of minor Participant, understand the legal consequences of signing this document, including (a) releasing SLCC and its trustees, officers, directors, employees, and agents from all liability on my behalf, (b) promising not to sue, (c) and assuming all risks of participation in this Activity, including travel to, from, and during the Activity. I understand that I am responsible for my obligations and acts as described in this Agreement. I agree to be bound by the terms of this Agreement. I have read this document, and I am signing it freely and voluntarily.

Signature of Parent/Legal Guardian: _____ **Date:** _____

Signature of Minor Participant: _____ **Date:** _____