



Assumption of Risk, Waiver of Liability and Hold Harmless Agreement

This agreement must be completed in order to participate in the activities associated with the Outdoor Recreation Program.

Participant Full Name: _____

Trip/Activity Name: _____ Dates: _____

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

I the undersigned, volunteer to participate in (activity name) _____ offered by the Utah State University (USU) Outdoor Recreation Program (ORP). I understand that such participation may involve exposure to certain hazards and risks. These risks may include, but are not limited to: **Physical injuries, blisters, strains/sprains, sunburn, frostbite, hypothermia, broken bones, fatigue, dehydration, drowning, harsh weather, snow/avalanche hazards, rock fall/slides, river hazards and equipment failure.** I am freely and voluntarily participating these activities with the knowledge of the risk involved and hereby agree to assume and accept any and all risk of injury or death.

I agree to hold Utah State University, the Outdoor Recreation Program, and all of the officers, volunteers, and employees of USU and the ORP harmless for any liability whatsoever associated with my participation in any ORP activity or any liability that arises as a result of the participation of any third party involved in an ORP activity. I also agree to hold harmless The State of Utah Division of Forestry Fire and State Lands, Utah State Parks, US Department of the Interior, Bureau of Land Management, US Department of Agriculture, US Forest Service, National Park Service and any other state or federal agency associated with the management of lands where ORP activities take place.

If I suffer or cause injury, death, or property damage while participating in any ORP activity, I agree to indemnify and hold harmless the ORP, Utah State University, and government entities described above for any of my actions. I agree that this release, waiver, covenant not to sue and hold harmless agreement shall bind my spouse and members of my family, if I am alive, and my heirs, assigns and personal representatives, if I am deceased.

I understand that the employees and volunteers of USU and the ORP are **not Certified Guides** unless required under specific permit stipulations. I am also aware that this activity is a common adventure where all participants share responsibility for understanding and managing the risks involved.

I also attest to the fact that I am physically capable of participating in the activity without undue risk of death, disability or impairment as a result of my participation. I understand that if there should be any reason to question my physical or mental fitness to participate in the activity that I should consult a physician to determine if the activity is appropriate for my condition. I agree that if the ORP has any reason to question my physical or mental ability to participate in the specified activity, that I will acquire a physician's opinion at my own expense prior to the activity and make this information available to the ORP for review. I understand that the ORP may deny my participation in the activity for any reason whatsoever.

I understand that the State of Utah does not provide medical insurance coverage for any participant in an ORP activity and therefore **I understand that I am responsible for all costs that may arise as a result of my participation in an ORP activity and I have adequate health insurance to cover the costs of treatment in the event of any injury.**

I agree to refrain from possession or use of illegal drugs and alcohol during any aspect of the activity. I agree that I will not possess or use any weapons during the activity. I understand that I am solely responsible for my own equipment, supplies and personal property during the course of the activity.

I agree that participation in this activity authorizes the ORP and Utah State University to use any collected images for promotional purposes including still photographs and/or video that are taken during the activity.

I understand that if I drive or provide my own motor vehicle for transportation to, during, or from the activity/trip site, I am responsible for my own acts, and for the safety and security of my own vehicle. The USU ORP assumes no risks or costs of transportation associated with the use of a personal vehicle whatsoever.

I HAVE CAREFULLY READ THESE TERMS AND FULLY UNDERSTAND THEIR CONTENT. I AM 18 YEARS OF AGE AND FULLY COMPETENT. I AM AWARE THAT THIS IS A WAIVER OF LIABILITY AND SIGN IT OF MY OWN FREE WILL.

Print Name: _____

Signature: _____ Date: _____