



WEBER STATE UNIVERSITY

Informed Consent and Waiver

This is an informed consent and waiver form (“Agreement”), which identifies risks of participating in a Weber State University (“WSU”) activity or program (“Activity”).

Name of Activity

Date, Time, Location

Adult Participant, Parent or Guardian read and sign this section: I am the parent/guardian of a minor child under 18 years of age who wishes to participate in the Activity, or I am 18 years or older and wish to participate in the Activity. I have been informed of the nature of the Activity. I recognize that the Activity may include foreseeable and unforeseeable risks and other hazards inherent in the Activity which may result in damage or loss of property, illness, injury, or death. I am or my minor child is free from any known heart, respiratory or other health problems that could prevent safe participation in the Activity, and I consent to the participation in the Activity.

In consideration for participation in the Activity, I also grant permission to WSU to use my or my minor child’s photograph, video, or likeness on its website or in any other publication at any time including publicity for or about the activity. On behalf of myself and/or my minor child I waive all rights to receive compensation in connection with the taking and use of my likeness.

I hereby give my express consent in the event of injury, for any emergency aid, anesthesia, and/or operation, if in the opinion of the attending health care provider, such treatment is necessary. I certify that I have or my minor child has medical insurance and otherwise agree to be personally responsible for costs of any emergency or other medical care received. I agree to release, waive, covenant not to sue, and hold harmless WSU, its officers, employees, and agents (collectively “Releasees”) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, injury, illness, medical care costs, attorney’s fees or harm of any kind or nature to me arising out of my or my minor child’s participation in the Activity and excepting only such loss, damage, or injury as may be caused by the sole negligence of Releasees. This release extends to any claim (including negligence) made by me or my assignees arising from or in any way connected with the aforementioned Activity.

I agree that the site of any lawsuit arising out of or related to participation in the Activity shall be Utah and this Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of law principles.

I shall pay any attorney fees or costs incurred by WSU in enforcing this Informed Consent. 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.

Adult Participant/Parent/Guardian Name: _____

Adult Participant/Parent/Guardian Signature: _____ **Today’s Date:** _____

If applicable, participating minor, read and sign this section: I desire to participate in the Activity described above. I agree to familiarize myself with the Activity and what is required, rules of conduct and safety equipment. I agree to follow proper operating procedures including safety procedures as outlined by the Activity leader, plus any directions given by WSU personnel. I agree to follow the rules of conduct and use the provided safety equipment. I understand that participation in the Activity can include foreseeable and unforeseeable risks and other hazards inherent in the Activity, which may expose me to damage or loss of property, illness, injury, or death. Knowing of these risks and hazards, I freely and voluntarily participate in the Activity.

Participant's Name: _____

Participant's Signature: _____ **Today's Date:** _____

Emergency Contact: _____ **Phone:** _____