

SUU RURAL HEALTH CENTER ROCK STEADY BOXING PARTICIPATION AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND ASSUMPTION OF THE RISKS AGREEMENT.

This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned "Participant" and Southern Utah University, the Utah Center for Rural Health at Southern Utah University, its organizations, affiliates, partners, sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, contracted entities and facilities and the owners and lessors thereof, hereinafter referred to collectively as "Releasees".

In consideration for the privilege of participation of the Participant in Rock Steady Boxing (hereafter referred to as "Activity"), Participant certifies that they are over the age of 18 and acknowledges and agrees as follows:

1. Participation in the Activity requires good health and fitness and can be **HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT**. Participant believes he/she is qualified to participate in Activity, and if at any time the Participant believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activities _____ INITIAL HERE
2. Participant agrees to abide by all rules and bylaws set by the Releasees. _____ INITIAL HERE
3. Participation in Activity exposes Participant to **RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH**. Risks may arise out of contact and/or participation with other participants, spectators, equipment, facility and/or fixed objects; falls, collisions, rough play, and other mishaps; flaws and defects in equipment and facilities; and negligent field maintenance, negligent coaching and negligent participation. Risks may be caused by the Participant's own actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activity takes place, and/or **THE NEGLIGENCE OF THE "RELEASEES."** Some Risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. _____ INITIAL HERE
4. I certify that I have had no injuries to my hands, whether fractures, broken bones, or otherwise, within the three months preceding the dates of completion of this entry form, and have no injuries to the head, concussion, headaches or fainting spells, and should I experience any of these injuries and/or conditions in the future, I will immediately notify the officials of these events and/or conditions, and immediately cease my participation in said events and activities. _____ INITIAL HERE
5. Assumption of the Risks. **I CONSENT TO PARTICIPATION IN THE ACTIVITY AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of such participation. _____ INITIAL HERE
6. SUU does not endorse the organizations' aims, purposes, philosophies, or activities nor is SUU responsible for the operation of the organizations or the services it provides for its members. Southern Utah University, its employees, officers, and affiliates are not liable for any demands, losses, medical expenses, lost opportunities, damages or attorneys fees and costs stemming from any or all claims arising from participation in Activity.
7. Insurance. Utah Center for Rural Health and Southern Utah University do not provide health insurance for individuals participating in Activity. As such, you or your personal health insurance will be responsible for payment of medical services and care for any injuries sustained during the Activity. I hereby certify that I have personal health insurance. _____ INITIAL HERE
8. Waiver and Release of Liability. In consideration for the privilege of the Participant's participation in the Activity, the undersigned hereby **RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES** from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorneys fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, and indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law suffered by the Participant incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in Activity, as caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.** _____ INITIAL HERE
9. Governing Law, Venue and Jurisdiction: The undersigned understands and agrees that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Utah law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court of Iron County, or the federal courts located in Salt Lake City, Utah. _____ INITIAL HERE
10. Severability: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated. _____ INITIAL HERE

THE UNDERSIGNED PARTICIPANT HEREBY CERTIFIES THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.

Signature

Printed Name

Date

Witness

Printed Name

Date

CONSENT FOR MEDICAL TREATMENT

I, _____ hereby consent and give permission to be transported to any medical facility or hospital and authorize any qualified medical provider to give the care judged to be necessary.

I agree not to participate unless I am medically and physically able, which I am solely responsible to determine. I certify I do not have any medical or physical condition that would prevent my participation in the Activity OR I feel the Club should know about: (voluntary disclosure)

Critical allergies (identify): _____

Names and telephone numbers of persons to contact in case of emergency:

Emergency Contact _____ Relationship _____

Daytime Phone Number _____ Evening Phone Number _____

Emergency Contact _____ Relationship _____

Daytime Phone Number _____ Evening Phone Number _____

Signature

Printed Name

Date