

UNIVERSITY OF UTAH RUGBY TEAM-

CLUB WAIVER/INFORMED CONSENT FORM

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for being allowed to participate in U OF U Club Sports recognized by Campus Recreation and University of Utah, I hereby **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** University of Utah, the State of Utah, the Board of Regents of the State of Utah, their officers, servants, agents, volunteers or employees (hereafter referred to as Releases) from any and all liability, claims, costs, expenses, injuries or losses including those resulting from acts of negligence by the Releases that I may otherwise sustain as a result of my participation in the above named sport. My participation includes, but is not limited to, traveling to and from games, meets, tournaments or practices whether in private or University owned vehicles; training for participation in the sport; being coached in the sport by paid or volunteer coaches; and/or using equipment for the sport on or off University of Utah property.

I voluntarily agree to assume all risks involved in participating in the sport and/or traveling to or from participation for the sport. I understand that supervision by University of Utah staff is not provided and by participating in the above-named sport may expose me to certain foreseeable and unforeseeable risks of injury such as, but not limited to: illness, infectious disease, injury or even death. Knowing of these risks, I freely and voluntarily participate and hereby agree to assume and accept any and all risk of injury or death. I understand that all dues paid to participate in club sports are nonrefundable.

I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS, THE RELEASES** from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OR RELEASES OR OTHERWISE.**

I also understand that University of Utah does not have medical insurance coverage that will protect me during participation in the above-mentioned activity. I certify that I am responsible for my own medical insurance.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the University of Utah and its owners, officers, directors, managers, officials, trustees, agents, coaches, employees, or other representatives in connection with exposure, infection or disease related to participation in Club Sports. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CODE OF CONDUCT STATEMENT

I also understand that as a representative of the University, it is expected that I will conduct myself in such a manner that will conform to the rules and regulations of the University. As a member of a University of Utah Club Sport, I am representing the University both on and off campus. My conduct should reflect in a positive manner my role as a member of U OF U club teams and an ambassador for the University while traveling, lodging, playing or spectating. I also understand that if I am arrested for any illegal activity, I am not representing Campus Recreation and the University in a positive manner. If found in violation of club policies or Student Code of Conduct, then all matters will be handed over to the Director of Student Conduct. Status of the participant will be determined by the Campus Recreation

Professional Staff in conjunction with the Director of Student Conduct.

As a member of a U OF U Club Sport team, I shall not:

- Consume alcohol or use illegal drugs while traveling, competing or spectating.
- Intentionally engage in or incite participants and/or spectators to engage in abusive or violent action.
- Wear University apparel while in a social situation where alcohol is present.
- Violate any University rules or policies.

IN SIGNING THIS RELEASE AND CODE OF CONDUCTS STATEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Release of Liability and Hold Harmless agreement and Code of Conduct Statement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least 18 years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Participant's Name

Print:_____ **UID#**_____

Signature:_____ **Date:**_____

INFORMED CONSENT FOR MINORS

(fill out and sign ONLY this section if participant is a minor, otherwise ONLY fill out and sign above)

I state that participant is free from any known heart, respiratory or other health problems that could prevent participant from safely participating in any of the activities. I understand the nature of the course or program and the potential dangers in participating in a Club Sport activity. I acknowledge that participation may involve moderate to strenuous physical activity and may cause physical and or emotional distress to participants. I consent to the participation of my child. Consent is expressly given, in the event of injury, for any emergency aid, anesthesia and / or operation, if in the opinion of the attending physician, such treatment is necessary.

Guardian Name (Print):_____ **Date:**_____

Signature:_____

In case of emergency, contact:_____ **Phone#:**_____

MINOR PARTICIPANT SECTION:

I, _____, acknowledge that I have familiarized myself with the activity or program and what is required, will follow the rules of conduct, will at all times use the provided safety equipment, and will follow any directions given by Club personnel.

Signed:_____ (Participant)