

**Dixie State College  
Outdoor Recreation Center Activity  
Assumption of Risk/Indemnification Agreement**

**IMPORTANT: THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING.**

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

Participant (print full name): \_\_\_\_\_  
Trip: \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

I, the undersigned, have chosen to participate in the \_\_\_\_\_ activity initiated by the Dixie State College Outdoor Recreation Program to be held on \_\_\_\_\_, 20\_\_\_\_. I UNDERSTAND THAT SUCH PARTICIPATION MAY INCLUDE TRAVEL HAZARDS AND OTHER HAZARDOUS SITUATIONS WHICH MAY EXPOSE ME TO ILLNESS OR RISK OF INJURY SUCH AS, BUT NOT LIMITED TO, LACERATIONS, STRAINS, FRACTURES, CONCUSSIONS, LOSS OF LIMB, OR DEATH. I AM FREELY AND VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ASSUME AND ACCEPT ANY AND ALL RISK OF INJURY OR DEATH.

**WAIVER, RELEASE AND INDEMNIFICATION**

I understand and acknowledge that Dixie State College does not carry any insurance which would cover an accident related to this activity. The College assumes no liability for personal injury to me or any third parties or to any property damage associated with the activity, including any loss, damage, injury or death. I understand that transportation may be provided through the voluntary use of private vehicles, and that the owners and operators of such vehicles are not agents or employees of Dixie State College. I assume full responsibility for the selection and use of my own transportation in connection with this activity and hereby release Dixie State College from all responsibility and liability for any injury or damage which may arise from this transportation. I understand that if I take my personal vehicle, my personal insurance will be the sole source of coverage for me and my passengers.

I hereby release, waive, covenant not to sue, indemnify and hold harmless Dixie State College, the State of Utah, the Outdoor Recreation Program, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death that may be sustained by me arising out of, or related to, my participation in the above named activity coordinated in whole or part by the College Outdoor Recreation Program. I agree that this Release, Waiver, Covenant not to sue and Hold Harmless Agreement ("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 agree to refrain from the use or possession of illegal drugs or alcohol while participating in any aspect of the above named activity.

I agree that I will not possess or use any firearm while participating in the above named activity.

I agree that the site of any lawsuit arising out of or related to my participation in the Outdoor Recreation Program shall be Utah, and that this agreement will be governed by and construed in accordance with the laws of the State of Utah.

The terms of this agreement shall continue and be in effect after the trip has ended.

I guarantee that I do not have any medical conditions that would prevent my participation in this activity.

I have adequate health insurance to cover the costs of treatment in the event of any injury. My insurance carrier, policy number, carrier address and phone number is: \_\_\_\_\_

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.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT. I AM RELEASING DIXIE STATE COLLEGE AND THE STATE OF UTAH FROM ALL LIABILITY RELATING TO THIS ACTIVITY. I SIGN THIS DOCUMENT OF MY OWN FREE WILL.

Signature \_\_\_\_\_ DATE \_\_\_\_\_

Printed Name \_\_\_\_\_



**Mon-Fri 9am-6pm**  
**Closed Weekends and Holidays**  
[Odr@dixie.edu](mailto:Odr@dixie.edu) or Ext 7986

9/26/09