UNIVERSITY OF UTAH

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

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Agreement must be completed in order to participate as an intern in the internship program sponsored by _____________________ (the “Program”).

Participant (print full name):_______________________________________________________

I, the undersigned, am either the participant named above or the parent and/or legal guardian of the minor participant named above (both of whom are referred to herein collectively and individually as the “Participant”). I am familiar with the activities, responsibilities, conditions and risks that are associated with participation as an intern or volunteer in the Program and of the privileges and other benefits of participation. In consideration of these substantial benefits and privileges, I agree as follows:

TERMS AND CONDITIONS

I will participate or authorize the minor Participant to participate as an intern or volunteer in the Program. I UNDERSTAND THAT SUCH PARTICIPATION CAN INCLUDE FORESEEABLE AND UNFORSEEABLE NATURAL AND MANMADE RISKS AND OTHER HAZARDOUS ACTIVITIES INHERENT IN THE PROGRAM WHICH MAY EXPOSE THE PARTICIPANT TO ILLNESS, INJURY, OR DEATH. PARTICIPANT FREELY AND VOLUNTARILY PARTICIPATES OR ALLOWS PARTICIPATION IN THE PROGRAM WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ASSUME AND ACCEPT ANY AND ALL RISK OF INJURY OR DEATH.

WAIVER, RELEASE AND INDEMNIFICATION

I understand and acknowledge that the University and the State of Utah are not insurers of Participant’s behavior, actions or participation in the Program, and that neither the University nor the State of Utah assumes any liability whatsoever for personal injuries or property damages to Participant or to third parties arising out of Participant’s participation in the Program or other related activities. I hereby agree to release, waive, covenant not to sue, indemnify and hold harmless the University and the State of Utah, and all of their trustees, 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, or loss or damage to any property arising out of or related to Participant’s participation in the Program or related activities, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

In the event of injury, I further consent to the providing of emergency aid or other medical care as may be appropriate under the circumstances.
I agree that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the State of Utah, without application of any principles of choice of law.

Participant does not have any medical conditions that would prevent participation in the Program.

Participant has adequate health insurance to cover the costs of treatment in the event of any injury.

Participant shall at all times comply with all state and federal laws, and all policies and regulations of the University and the State of Utah with respect to the Program.

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.

PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

I am signing this Agreement for myself as Participant. I acknowledge that I am at least eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant ___________________________ Date ___________________________

I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Parent/Guardian of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Signature of Legal Guardian and/or Parent of Participant ___________________________ Date ___________________________