



SWANER PRESERVE
AND ECOCENTER
UtahStateUniversity

**ASSUMPTION OF RISK, RELEASE OF LIABILITY
INDEMNIFICATION AGREEMENT**

For an in consideration of the right to use the Swaner EcoCenter Facility and/or any part of the facilities of Swaner EcoCenter, a Utah nonprofit corporation (“Swaner EcoCenter”) (collectively, the “Facility”), the undersigned (the “Participant”) agrees, expressly and without reservation of any kind, to the following:

TERMS AND CONDITIONS OF USE

Swaner EcoCenter shall not be responsible for the safekeeping, loss, theft or damage of any Participant’s property brought into the Facility; Participant shall not use any equipment of Swaner EcoCenter or engage in any activities without first signing this Agreement; Participant shall comply with and observe all rules and regulations of Swaner EcoCenter and the terms and conditions of this Agreement at all times; should Participant damage or break any of Swaner EcoCenter’s equipment or property, Participant shall be liable for the reasonable cost of necessary repairs or replacements to such equipment or property; Participant acknowledges and consents that Swaner EcoCenter may from time to time post pictures of Participant online and/or in publications to promote the Swaner EcoCenter; any delay or failure by Swaner EcoCenter to exercise its rights and/or remedies under this Agreement does not constitute a waiver of any of such right or remedy; the terms and conditions herein constitute the entire agreement between the Participant and Swaner EcoCenter (other than any applicable Facility Use Agreements) regarding the Participant’s use of the Facility and supersedes all previous agreements, understandings and arrangements, written or oral, between the Participant and Swaner EcoCenter in relation to such matters; this Agreement shall continue in effect in perpetuity so that each time Participant uses the Facility from the date this waiver is signed forward he/she shall be bound by the terms and conditions herein; if any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected hereby; and this Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION

I understand that roped climbing, bouldering, weight lifting, cardiovascular training, yoga and other activities now available or that may become available at the Facility, as well as participation in, coaching or spotting, volunteering, and all other aspects involved with these activities (collectively referred to herein as the “Activities”) are inherently dangerous activities involving many RISKS, DANGERS AND HAZARDS, including, but not limited to: falling, collisions with objects, people or structures, being struck by other participants or objects, loose holds or other equipment failure, the actions of other participants including negligence or inexperience of the Participant’s partner(s), overuse injuries, the aggravation of preexisting conditions, or other foreseeable or unforeseeable events or circumstances. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in the participation of the Activities. I also understand that maintenance of the Facility and equipment, training, coaching, instruction, supervision, enforcement or lack thereof of any rules or regulations, or any added safety measures by Swaner EcoCenter, its subsidiaries, affiliates, officers, directors, employees, volunteers, agents, coaches, instructors, contractors, representatives, competition organizers and sponsors, and equipment providers do not and cannot guarantee my safety. I confirm and represent that I am fit and suffer from no adverse health condition or effect that would limit my ability to participate in the Activities.

_____ (Please Initial)

I confirm and represent that any of my own equipment that I use at the Facility is safe and in no way shall Swaner EcoCenter be liable for any damages caused to myself or a third party for any failure of any such equipment.

_____ (Please Initial)

I confirm and represent that I have conducted a thorough visual inspection of the Facility and equipment I will be using and I am aware of any potential hazards associated with the Facility and/or any equipment therein.

_____ (Please Initial)

In the event of any type of damages or injury, I shall notify Swaner EcoCenter immediately of any such occurrence or cause, and Swaner EcoCenter is authorized, but not obligated to notify the person(s) listed under my emergency contact information. Furthermore, I authorize Swaner EcoCenter to stabilize, obtain medical care for, or transport me to a medical facility or hospital if, in the opinion of Swaner EcoCenter, medical attention is required and I am unable to make such decisions for myself. I agree to pay all costs associated with such medical care and related transportation and, in addition, SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS Swaner EcoCenter of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.

_____ (Please Initial)

I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS that I or my heirs have or may have in the future against Swaner EcoCenter for any loss, damage, expense, or injury, including death, suffered from or in connection with my use of Facility or equipment, or participation in the Activities, due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF SWANER ECOCENTER.**

_____ (Please Initial)

I HEREBY RELIEVE SWANER ECOCENTER FROM ANY DUTY TO PROTECT ME FROM HARM, and agree that even if Swaner EcoCenter chooses to implement safety procedures, such actions shall not alter the fact that Swaner EcoCenter has no duty to protect me.

_____ (Please Initial)

I WILL HOLD HARMLESS AND INDEMNIFY SWANER ECOCENTER for liability for property damage or personal injury, including death, to myself and any other person resulting from or arising in connection with my use of these facilities or equipment, or participation in the Activity.

_____ (Please Initial)

I, with full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in the Activity, FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT, OR EVEN FATAL INJURIES, even if I follow the instructions or advice of Swaner EcoCenter.

_____ (Please Initial)

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

PARTICIPANT INFORMATION

Participant's name: _____ Date of Birth: _____ Today's Date: _____

Participant's Address: _____

Participant's Phone Number: _____ Email address: _____

Emergency Contact's Name: _____ Relationship: _____

Emergency telephone: (daytime) _____ (evening) _____

PARTICIPANT'S SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18

As the parent or legal guardian of the minor child Participant named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, Participant, and any other parent or legal guardian of the Participant, intending that they be binding on me, the Participant, and our respective heirs, executors, personal representatives, administrators and assigns. By affixing my initials above and my signature below I represent that I intend to give up my right, the right of Participant, and the right of any other parent or guardian or person to maintain any claim or suit against Swaner EcoCenter arising out of Participant 's participation in the Activities or other activities related in any way to the Facility. I further agree to hold harmless, defend, and indemnify Swaner EcoCenter of and from any claims from third parties arising from or related to the minor child Participant's participation in the Activities.

PARENT OR LEGAL

GUARDIAN'S SIGNATURE: _____ DATE: _____

PLEASE PRINT NAME OF GUARDIAN OR PARENT: _____