



Field Volunteers

Release of Liability, Assumption of Risk and Indemnification Agreement

Please review carefully. All volunteers are required to read and sign this form. Please initial Page 1 and sign Page 2.

Project Name: _____ Project Date(s): _____

1. **ASSUMPTION OF RISKS:** I understand that **outdoor activity can be inherently dangerous**. I acknowledge that I have voluntarily chosen to participate in the Project listed above and that by so doing, I might subject myself **to dangers and hazards** that could result in illness, injury, permanent disability, or death. These hazards could include, but are not limited to, rough terrain, narrow trails, high altitude, hot and cold weather, exposure to hidden or obvious obstructions, attack by or encounter with wild animals and poisonous plants, illness or injury in areas remote from medical facilities, the forces of nature and acts of God, rough water, sharp or dull tools, rolling rocks and travel by boat or vehicle conveyance. **I freely accept the risks** involved in participating in the Project, including any risks caused by the negligence of SUWA, its employees, volunteer staff, directors, officers, agents, and other trip participants.

2. **HEALTH & INSURANCE:** I understand that it is my responsibility to ensure I am physically and medically fit enough to participate in the Project, and I have consulted with my personal physician as necessary. I understand that if rescue and/or evacuation is necessary, the costs are not covered by SUWA or any other project agency and that I, or my estate, will bear responsibility for the cost of any evacuation procedures utilizing an ambulance, helicopter, or rescue team and any type of related medical care. I affirm that I have adequate and applicable health and/or accident insurance which will cover the cost of reasonable and appropriate health care for any injury or illness I may experience while participating in the project identified herein or other related activities, or that I will assume responsibility for these expenses.

3. **RELEASE AND INDEMNIFICATION:** In consideration of my participation in this Project, I agree to the following:

a. I assume all risks of illness, injury, permanent disability, or death and agree not to sue and to release, waive and discharge FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to my person or property, even injury resulting in death, whether caused by the negligence of SUWA, its employees, volunteer staff, directors, officers, agents, and other trip participants ("the Released Parties"), which may arise in connection with my participation in the Project or related activities, to the fullest extent permissible under the law.

b. I further promise to INDEMNIFY, HOLD FOREVER HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this Agreement applies, including claims of negligence of the Released Parties. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Project. Accordingly, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, which they incur because of any such claims made against them.

4. **ACKNOWLEDGEMENT:** I have carefully read SUWA's Reservation Information and Application, and have familiarized myself with all of the information provided to me about the Trip including

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correspondence from the Project staff. I agree to all of the conditions in the Reservation Information including the sections about my responsibilities. I acknowledge that SUWA has no control over and assumes no responsibility for my transportation to or from the Project.

5. SEVERABILITY: I agree that if any portion or provision of this Agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

6. APPLICABLE LAW, FORUM & ATTORNEY'S FEES: This Agreement is governed by and shall be construed in accordance with the laws of the state of Utah, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Project shall be brought only in Utah, and I agree to the jurisdiction and venue of the Circuit Court of the State of Utah for Grand or Wasatch County or the US District Court of Utah in Salt Lake City, UT, for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all costs, disbursements and attorney's fees of the prevailing party and costs of the parties seeking to uphold the agreement.

7. SOCIAL MEDIA: I hereby consent that any photograph in which I appear may be used without compensation to me for purposes of publicity or advertising, such as catalogues, flyers, and news stories.

8. ENTIRE AGREEMENT: This Agreement together with the Reservation Information and Application constitutes the entire Agreement of the Parties, and I have not and will not rely on any oral representations or statements of the Released Parties to the contrary.

I have carefully read this Release of Liability, Assumption of Risk, & Indemnification Agreement before signing it, which I do so voluntarily and with full understanding of its terms and conditions.

Participant Signature _____ Date _____

Print Name: _____ Date of Birth _____

Further, I, as the parent or guardian undersigned of the minor child or dependent listed below, individually and on their behalf, agree that they are subject to all the terms and conditions of this Agreement as fully set forth above, including those set forth in Paragraphs 1 2, and 3 relating specifically to the release of liability, medical fitness, assumption of risk, and indemnification.

Participating Minor _____ Date of Birth _____

Parent or Guardian Signature _____ Date _____

Print Name: _____ Date of Birth _____