



**BUNNELL-DMITRICH ATHLETIC CENTER - GUESTS
WAIVER AND RELEASE AGREEMENT**

I, the undersigned, in consideration for the opportunity to use the Bunnell-Dmitrich Athletic Center (“*BDAC*”) Fitness Facilities (free weight room, cardio room, racquetball courts, public locker rooms, and main gym) (the “*Activity*”), do hereby agree on behalf of myself, my heirs, assigns, personal representative, and estate as follows:

ACCEPTANCE OF RISKS AND RESPONSIBILITY: I acknowledge that the Activity is inherently hazardous and that participation in the Activity necessarily includes certain risks, which risks may result in loss or damage to property or injury, illness, or death to myself or others. I understand that these risks may be known or unknown, identified or unidentified, and anticipated or unanticipated. Specific risks associated with the Activity include, but are not limited to: temporary or permanent muscle soreness, sprains, or strains; lacerations; abrasions; contusions; concussions; loss of consciousness caused by external or internal circumstances; ligament, cartilage, joint, or bone damage; head, neck, or spinal injuries; loss of use of arms and/or legs; eye, ear, nose, mouth, or dental damage; disfigurement; nausea; hypothermia; skin irritations; other physical injuries or risks associated with the Activity; or even death. I also acknowledge that loss or damage to property or injury, illness, or death to myself or others may result from the negligent acts of Activity participants or organizers (including Utah State University, its agents, officers, employees, devisees and assigns and the Board of Regents of the State of Utah (hereafter collectively, “USU”). I voluntarily accept the risks and dangers associated with the Activity. I agree that I will be personally liable for any damages that occur as a result of my participation in the Activity. I agree to adhere to appropriate safety standards to ensure the safety of myself, others, and associated property during participation in the Activity.

RELEASE: I hereby voluntarily release and forever discharge USU from any and all liability, claims, demands, attorney fees, actions, or rights of action which are related to, arise out of, or are in any way connected with Participant’s participation in the Activity, including specifically, but not limited to, the negligent acts or omissions of USU for any and all bodily injury, death, illness, disability, or damage to myself or to my property. I agree that USU is not liable for risks, negligent acts, or any other liability that may arise in connection with Participant’s participation in the Activity.

INDEMNIFICATION: I hereby agree to hold harmless and indemnify USU against any and all losses, liabilities, or claims arising out of or connected to Participant’s participation in the Activity. The indemnification obligations outlined herein extend to any and all costs and expenses, including attorney fees, incurred by USU in connection with any such loss, liability, or claim.

GOVERNING LAW AND JURISDICTION: The laws of the state of Utah shall govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, action, claims and causes of action relating to the validity, construction, and enforcement of this Agreement.

ACKNOWLEDGEMENT OF EFFECT OF THIS AGREEMENT: I understand and acknowledge that by electronically signing this Agreement, I am agreeing to be bound by its terms and conditions. I acknowledge that by this Agreement, I have freely and voluntarily (a) given up certain legal rights and/or possible claims that I might otherwise assert or maintain against USU, including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of USU; and (b) assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by third parties against me/Participant as a result of Participant’s participation in this Activity. MY ELECTRONIC SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND UNDERSTAND THAT IT WAIVES MY RIGHT TO SUE USU.