

# PARTICIPANT AGREEMENT



(INCLUDING ASSUMPTION OF RISK AND AGREEMENT OF RELEASE AND INDEMNITY)

**PLEASE READ CAREFULLY BEFORE SIGNING, THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS.**

This agreement must be signed by all volunteers of Youthlinc Real Life, a Utah Non-Profit company (collectively referred to herein with Youthlinc's employees, owners, officers, directors, agents, independent contractors, partners, and assigns as "Youthlinc" or "Real Life"). If the volunteer is a minor, it must be signed by his or her parent or legal (court appointed) guardian, who signs for himself or herself and, if allowed by law, the minor volunteer. "Volunteer" as used in this Agreement includes participants of Youthlinc activities (see below) and other persons that enter a Youthlinc facility or take part in a Youthlinc activity.

In consideration of the services of Youthlinc, I, an adult visitor or parent or legal guardian of a volunteer who is a minor, acknowledge and agree as follows:

**ACTIVITIES:** This Agreement applies to facilities operated by Youthlinc, other facilities that Youthlinc uses for its activities, and any outdoor or remote locations where Youthlinc is conducting activities. Activities of Youthlinc ("Youthlinc Activities") include but are not limited to the following: the use of roped climbing walls, snow shoeing, sledding, dance, yoga, swimming, ice skating, bowling, college campus visits, and other activities and use of facilities and equipment at a Youthlinc facility or elsewhere.

**RISKS:** I recognize and understand that there are risks, hazards, and danger in Youthlinc Activities, inherent and otherwise, and that participation could result in injuries of all kinds, including serious injury or death. The risks involved in Youthlinc Activities include, but are not limited to: hazards in traveling to the location of an activity, parking and moving about parking and other areas in the vicinity of Youthlinc or other activity site; falling, collision with objects, people, or structures, being struck by other participants or objects, equipment failure even if the equipment is properly used, the conduct, including negligent conduct, of other volunteers, participants, and staff; harm due to exposure to the weather, plants or wildlife; potential exposure to pathogens and communicable diseases, the aggravation of pre-existing conditions, risks identified by Youthlinc through rules and warnings, whether written, oral or otherwise; and other foreseeable or unforeseeable risks. These and other risks are inherent in Youthlinc Real Life Activities--that is, they cannot be eliminated without changing the nature of the participation in Youthlinc Activities. Participating in Youthlinc Real Life Activities is voluntary and volunteers may withdraw participation at any time.

**ASSUMPTION OF RISKS:** Understanding these risks and dangers, and understanding that other risks will be encountered, I expressly assume all risks associated with Youthlinc Activities, inherent and otherwise, and whether or not described above. If the volunteer is a minor, I have explained the activities and risks to him or her, and the minor wishes to participate in Youthlinc Activities nevertheless.

**RELEASE OF LIABILITY AND INDEMNITY:** I, an adult volunteer, or parent or guardian of a volunteer who is a minor (for myself and, to the maximum extent allowed by the law, on behalf of the minor) agree not to sue, and to release, discharge and indemnify (that is, defend and pay, including costs and attorneys fees) Youthlinc, lessees and owners of the properties on which Youthlinc Activities are conducted, and their respective members, owners, managers, directors and staff ("Released Parties") with respect to any damages, claims, liability, or causes of action arising out of my or the minor child's visit to Youthlinc facilities, or other site where Youthlinc Activities take place, the use of its facilities and equipment and participation Youthlinc Activities. The obligation to indemnify includes any claim, liability, or cause of action by third parties, including other volunteers, and a member of my, or the minor volunteer's, families, arising out of my, or the minor volunteer's, visit to Youthlinc or other Youthlinc activity site, the use of its facilities and equipment and participation in Youthlinc Activities. These agreements of release and indemnity include claims of negligence (but not gross negligence or intentionally wrongful conduct) of a Released Party.

**Other:**

1. I, or the minor volunteer, am capable of participating in Youthlinc Activities and have no mental or physical condition that would cause me or the minor volunteer to be a danger to ourselves or others.

**Other:** (continued from front)

2. I understand that in order to participate in Youthlinc Activities I, for myself or for the minor volunteer of whom I am a parent or legal guardian, must sign this agreement; I, or the minor, must complete whatever instructional and/or certification program Youthlinc requires for the particular activity; and I, or the minor, must read and abide by all of Youthlinc’s rules, warnings, and regulations. Youthlinc has no duty to monitor my visit to Youthlinc whether or not I participate in Youthlinc Activities.

3. In the event of an accident, I authorize Youthlinc to stabilize, obtain medical care, including transportation to a medical facility, for me or the minor volunteer if, in the opinion of Youthlinc, medical care is needed and I am unable to make such decisions for myself. I agree to pay all costs associated with such actions on the part of Youthlinc, and to indemnify and hold Youthlinc harmless from any consequences resulting from such care.

4. Youthlinc is hereby authorized to take photos and video of me or the minor in connection with participation in Youthlinc Activities and has permission to use my, or the minor’s name and likeness, without compensation, for marketing and other promotional purposes.

5. If a party seeks either to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

6. I understand that this Agreement constitutes the entire agreement between Youthlinc and myself regarding the subject matter herein, and supersedes all prior agreements, and shall continue in effect and remain in force in perpetuity from the date it is executed, and covers my, or the minor volunteer’s, participation in all Youthlinc Activities including use of any of Youthlinc’s facilities, equipment and parking areas.

7. If any provision or part-provision herein is invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable. Any such modification shall not affect the validity of the remaining provisions of this Agreement.

8. This Agreement shall be construed in accordance with the laws (but not the conflict of law provisions which might invoke the laws of another jurisdiction) of the State of Utah and for any suit, mediation or other resolution of a dispute arising under this Agreement I, for myself and on behalf of the minor visitor hereby submit to the exclusive jurisdiction of the courts of Salt Lake County, Utah. I voluntarily waive any right I or the minor child may have to a jury trial in any action under this Agreement.

**I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.** I intend for it to apply to the fullest extent allowed by law, and to be binding upon members of my, or the minor child’s, family, and our respective, heirs, assigns, and administrators.

\_\_\_\_\_  
 Date                                      Name (Please print)                                      Signature

Address

\_\_\_\_\_  
 City                                      State                                      Zip Code

\_\_\_\_\_  
 Home Phone                                      Email Address                                      Date of Birth

**Parent or legal guardian** (if the volunteer is a minor):

\_\_\_\_\_  
 Date                                      Name (Please print)                                      Signature