



Waiver, Indemnification & Medical Treatment Authorization Form Dixie State University S.A.F.E. Class

Name: _____ Contact Number: _____

PLEASE CAREFULLY READ AND SIGN BELOW ACKNOWLEDGING YOUR UNDERSTANDING AND ACCEPTANCE OF THIS AGREEMENT:

1. **EXCULPATORY CLAUSE.** In consideration for receiving permission to participate in any and all activities of the DSU Self-Defense Awareness and Female Empowerment (herein referred to as “activity”), which is sponsored by the DSU Police Department (herein referred to as “sponsor”), I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes the sponsor, Dixie State University, its Board of Trustees, and their members, officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES or INDEMNITEES), individually or collectively, from any and all liabilities, costs, losses, claims, demands, suits, actions, injuries (including death), payments, judgments, or damages, including court costs and attorney’s fees and expenses, that may arise from or be sustained by me while participating in such activity that may arise from or during, or be alleged to be caused by, the undersigned’s use of the University’s facilities, furniture, or equipment, or while traveling to and from the activity, or while on the premises owned or leased by RELEASEES, however caused, brought or recovered against of the above, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

2. **INDEMNITY CLAUSE.** I am fully aware that there are inherent risks to myself and others involved with this activity, including but not limited to personal injury, harm, or even death and I choose to voluntarily participate in said activity with full knowledge that the activity may be hazardous to me and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. I agree to indemnify and hold harmless INDEMNITEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney’s fees and expenses, which may occur to myself, other participants, and third-persons as a result of my participation in said activity, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES.

3. **NO INSURANCE.** I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Sponsor does not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so sponsor, a governmental unit of the State of Utah, can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance

4. **BINDS HEIRS.** It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Utah.

5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER.

I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

6. NO WARRANTIES OR GUARANTEES. I understand the S.A.F.E. class has been designed to provide me with methods and techniques to survive and escape a physical assault. I also understand that there is no warranty or guarantee, expressed or implied, that the techniques demonstrated in the self-defense class will in fact prevent personal harm.

7. VOLUNTARY SIGNATURE. In signing this agreement, I acknowledge and represent that: I have read it, understand it, and sign it voluntarily as my own free act and deed; sponsor has not made, and I have not relied on, any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this agreement for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

For students engaging in extracurricular activities: I understand I can choose not to sign this agreement and free myself from its terms and the associated risks of the activity by simply not participating in the activity and choosing some other activity available to me that has a lower level of risk to me. I further understand this is a voluntary, extracurricular activity; therefore, it is not required for me to obtain college credits and not participating in this activity will in no way hinder my ability to obtain a degree from the University.

SIGNING THIS AGREEMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS AND YOU MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING.

Signature: _____ Date: _____

In Case of Emergency Contact:

Name: _____ Relationship: _____

Contact Number: _____

Signature of parent if under 18 years of age:

Signature: _____ Date: _____