

BYU-Idaho Division of Continuing Education

103 ASB; Rexburg, ID 83460-8011

(208) 496-2337

BYU-Idaho Outdoor Learning Center

Badger Creek

LIABILITY WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the services of BYU-Idaho Outdoor Learning Center, it's agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf. I hereby agree to release, indemnify, and discharge BYU-Idaho, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in any activity provided by BYU-Idaho OLC entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things potential for slips and falls and falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BYU-Idaho from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BYU-Idaho equipment or facilities, including any such Claims which allege negligent acts or omissions of BYU-Idaho.
3. Should BYU-Idaho or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit against BYU-Idaho, I agree to do so solely in the state of Idaho, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Furthermore, in consideration of the permission granted to me to participate in the activities at BYU-Idaho OLC, on behalf of myself, my heirs, legal representatives, and assigns; I release and discharge BYU-Idaho and its' officers, agents, and employees from liability for any injuries or property loss or damage I may sustain while participating activities at the BYU- Idaho Outdoor Learning Center even if arising out of the negligence of BYU-Idaho or its agents. This release, however, does not extend to loss or damage arising out of intentional acts or from the gross negligence of BYU-Idaho or its agents. I fully realize and accept the responsibility to myself and my companions to carry out all activities according to BYU-Idaho procedures and in a safe and prudent manner. I also agree I shall be responsible for any expenses incurred or damages suffered as a consequence of my personal injury or property loss or damage that I shall carry adequate accident and health insurance for this purpose and I shall not hold BYU- Idaho responsible for such expenses. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BYU-Idaho on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms

Signature of Participants Print Name Date

Address: _____ Phone: _____

Parent's or Guardian's Additional Indemnification
(Must be completed for participants under age 18)

In consideration of _____(print minor's name) ("Minor") being permitted by BYU-Idaho to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BYU- Idaho from any and all Claims which are brought by, or on behalf of Minor, and which are in anyway connected with such use or participation by Minor.

Parent or Guardian: _____ Print/Name _____ Date _____