

Liability Release - Clubs and Organizations

**LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE**

This is a legally binding Release Agreement executed by \_\_\_\_\_, whose address is \_\_\_\_\_, and Brigham Young University, acting through its Department of Exercise Sciences, and BYU's sponsor, The Church of Jesus Christ of Latter-day Saints ("BYU") and the BYU Running Club and the individual members ("Club").

I desire to participate in the activities of the BYU Running Club ("Activities"), to be held throughout 2007 and 2008. I fully understand and appreciate the dangers, hazards, and risks inherent in the Activities and in the transportation to and from the Activities, which dangers include but are not limited to those described on attached Exhibit "A", and which could result in property damage, personal injury, or even death.

Being advised of the dangers, hazards, and risks of the Activities, and in consideration of being permitted to participate in the Activities, on behalf of myself, my family, heirs, and personal representative(s), I, the undersigned, agree and consent to assume and take upon myself all the risks and responsibilities surrounding my participation in the Activities and any related transportation and also agree to release, waive, forever discharge, and covenant not to sue BYU and the BYU Running Club (the "Club"), their governing board, officers, agents, employees, and any Club members with respect to any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of BYU, Club, or otherwise, while I participate in or am in transit to or from the Activities.

I understand and agree that BYU and Club do not have medical personnel available at the location of the Activities. I understand and agree that BYU and Club are granted permission to authorize emergency medical treatment, if necessary, on my behalf and that such action by BYU or Club shall be subject to the terms of this Agreement. I further understand and agree that BYU and Club assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" BYU or Club. I further agree to save and hold harmless, indemnify, and defend BYU and Club from any claim by me or my family, arising out of my participation in the Activities.

In signing this Agreement, I acknowledge and represent that I have fully informed myself of the content of this Agreement by reading it before I sign it, and that I sign it as my own free will without relying upon any other representation, statement or inducements, apart from the foregoing written statement. I also understand that BYU and Club do not require me to participate in the Activities, but I want to do so, despite the possible dangers and risks and despite this Release.

I further state and represent that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this Release Agreement for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this Activities, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

I further agree that this Release Agreement shall be construed in accordance with the laws of the State of Utah. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this Release Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

**STUDENT/PARTICIPANT:**

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

**BRIGHAM YOUNG UNIVERSITY:**

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

**BYU RUNNING CLUB:**

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

<b>FOR CLUB USE</b> (NOT REQUIRED)			
E-mail address: _____			
Telephone Number: _____			
Running Experience Level:			
Advanced	Intermediate	Novice	
Average 5K Speed (min. per mile):			
6:00	6:30	7:00	7:30
8:00	9:00	10:00	11:00
Willing to work on a club committee:			
	Yes	No	

## **Exhibit “A” BYU Running Club**

### **The purpose of the Club is to offer students the opportunity to:**

- Meet together with BYU students having similar interests in training for recreational, 5K and 10K and pre-varsity running events.
- Exchange ideas on training/preparation regimens and tips.
- Learn nutritional requirements for ultra-endurance competitions.
- Mentor one another and develop friendships in a quest for fitness.

### **This purpose will be accomplished through the following activities:**

- Meet weekly to discuss upcoming running events, to form training groups, and discuss training methodologies.
- Have club training sessions.

### **The following risks and hazards are associated with participation in the BYU Running Club Activities:**

#### **General Risks:**

The following hazards and risks can occur in any outdoor Club Activity:

Sunburn, abrasions, falls, concussions, scrapes, bruises, broken bones, dislocations, sprains, strains, personal injury, death and disability (i.e., broken backs, necks, paralysis), animal or bug bites, including stings from bees, wasps, hornets, mosquitoes, flies, emotional/physical distress, falling objects, lightning, rain, hail, wind, other weather related phenomena, damage or loss of personal equipment & belongings, hypothermia, heat exhaustion, dehydration, physical exhaustion, and getting lost.

ONE OF THE MOST DANGEROUS RISKS ASSOCIATED WITH ANY ACTIVITY IS TRAVELING BY MOTORIZED VEHICLE IN CONNECTION WITH THE ACTIVITY.

### **The following risks and hazards are more common with respect to participation in the BYU Running Club Activities:**

Shin splints, fatigue, lightheadedness, dehydration, heat exhaustion, and other similar risks associated with very strenuous, long distance and high altitude running. Moreover, there are the additional risks of possibly leaving the running route and becoming lost; the risk of collisions or encounters with automobiles, animals, and other traffic on or around the running route; the risk of assault or harassment by strangers; and the risk of falling or tripping due to uneven terrain; any of which could possibly result in personal injury, paralysis or even death.