

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

This is a legally binding Release Agreement executed by \_\_\_\_\_,  
whose address is \_\_\_\_\_,  
and whose date of birth is \_\_\_\_\_, with Brigham Young University,  
and its sponsor, The Church of Jesus Christ of Latter-day Saints (“BYU”).

I desire to participate in the 2013 BYU Open Indoor Pole Vault Challenge activity sponsored by RunnerCard to be held at the Smith Fieldhouse on BYU campus, in Provo, Utah on Saturday March 2, 2013, the “Event.” I fully understand and appreciate that pole vaulting is a dangerous activity involving many significant risks of injury or death. I understand that the dangers and risks of practicing for or competing in the Event include, but are not limited to, death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all organs, serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the muscular skeletal system and serious injury or impairment of other aspects of my body, general health and well-being.

Knowing the dangers, hazards, risks of such activities, and in consideration of being permitted to participate in the Event, on behalf of myself, my family, heirs, and personal representatives(s), **I, the undersigned, agree and consent to assume and take upon myself all the risks and responsibilities surrounding my participation in the Event, and in any activities undertaken as an adjunct thereto, and in advance release, waive, forever discharge, and covenant not to sue BYU, its governing board, officers, agents, employees, and any students acting as employees, from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, 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, or otherwise, while in, on, upon, or in transit to or from the premises where the Event, or any adjunct to the Event, occurs or is being concluded.**

I understand and agree that BYU does not have medical personnel available at the location of the Event or on the campus. I understand and agree that BYU is granted permission to authorize emergency medical treatment and/or transportation, if necessary, and that such action by BYU shall be subject to the terms of this Agreement. I understand and agree that BYU assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment and/or transportation. Further, I agree to be financially responsible for all expenses incurred in such treatment and/or transportation.

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. I further agree to save and hold harmless, and indemnify, and defend BYU from any claim by me or my family, arising out of my participation in the Event.

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 I am participating in this event because I want to do so, despite the possible dangers and risks and despite this Release.

I further state and represent that I am either: (1) at least eighteen (18) years of age and fully competent to sign this Agreement, or (2) under the age of eighteen (18), and this release has been signed by the parent/guardian of the minor, 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 Event, and that I have adequate health insurance necessary to provide for a 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 March 2013.

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

PARTICIPANT:

WITNESS:

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

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

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

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

**TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR**

Parents(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set for above.

\_\_\_\_\_  
(Parent/Guardian Printed Name)

\_\_\_\_\_  
(Parent/Guardian Signature)