



Ogden Preparatory Academy

1435 Lincoln Avenue, Ogden, UT - Telephone # 801 627-3066 Fax: 801 395-2267

Accident Waiver and Release of Liability Form

Event Name and Location: _____

Date of Event: _____

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participating in this activity, and health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including, but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Ogden Preparatory Academy (OPA), and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons of the aforementioned from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that OPA and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by facilities, temperature, weather, condition of participants, volunteers, monitors, and/or producers of the activity.

These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

PARENTS/GUARDIANS SPECIFICALLY:

- (A) AS A PARENT OR GUARDIAN of a student of OPA, I desire my child to participate in the event listed above, and I fully understand the dangers, hazards, and risks inherent in the activity, in the transportation to and from the activity including, but not limited to accidents, theft, or loss of personal property. I further understand and expressly acknowledge that my child's participation in the activity is not required by OPA and that is voluntary and my own decisions.
- (B) I acknowledge that my child is expected to conduct him/herself responsibly throughout the activity and will conform to the laws applicable to where the event is located as well as the policies, procedures, and rules of OPA, including, but not limited to any such laws or policies pertaining to alcohol consumption, and/or drug use, etcetera.
- (C) Knowing the potential dangers, hazards, and risks to such activities, and in consideration of permitting my child to participate in the activity, on behalf of myself, my family, heirs and personal representatives, I, the undersigned, are to assume all risks inherent in the activity, the transportation, and in any independent activities undertaken as an adjunct hereto, and in advance release, waive, and forever discharge, and

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covenant not to sue OPA, its governing board, officers, agents, employees, from and against any and all liability for any harm, injury, damage, claims, demands, actions, cause 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 my child or by any property belonging to my child, whether caused upon, or in transit to or from the premises where the activity, or any adjunct to the activity occurs, or is being conducted.

- (D) I understand and I agree that employees do not have medical personnel available at the location of the event. I agree and hereby grant employees permission to authorize emergency medical treatment, if necessary, and that such action by employees shall be subject to the terms of this document. I understand and agree that employees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.
- (E) In signing the Release, I acknowledge and represent that I have fully informed myself and my child of the content of this document by reading it before I sign it, and I understand that I sign this Release as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that OPA does not require my child to participate in the event mentioned above for a grade or otherwise, but I want my child to do so, despite the possible risk and despite this Release; and that I execute this Release for full advantage and complete consideration fully intending to be bound by the same. I understand that if my child does not have a signed Release and Waiver Form, they will be unable to attend or participate in the aforementioned event or activity. I further state that there are no health-related reasons or problems which preclude or restrict my child's participation in the event, and that I have adequate health insurance to provide for and pay any medical cost that may be attendant as a result of injury to my child.
- (F) I further agree that this Release shall be construed in accordance with the laws of the State of Utah. If any term or provision of the Release shall be held illegal, unenforceable, or in conflict with any governing law, the validity of the remaining portions shall not be affected thereby.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I SIGN IT OF MY OWN FREE WILL.

Participant's Name (Print Legibly) Age

Participant's Signature Date

Parent/Guardian Printed Name (Print Legibly) Date

Parent/Guardian Signature Date

Event: _____

Date of Event: _____