

# General Waiver

## **YOUTH - PARTICIPATION, WAIVER, AND RELEASE AGREEMENT**

Utah State University administers 4-H throughout the state of Utah. As a condition of participation in 4-H activities, the parent or legal guardian of each youth participant must agree to the following terms and conditions set forth in this Participation, Waiver, and Release Agreement ("Agreement").

I represent that I am the parent or legal guardian of the youth participant being registered ("Participant"). In consideration for the opportunity for my child to participate in 4-H, I hereby agree to the following terms and conditions:

**CODE OF CONDUCT.** Participant is expected to adhere to the following code of conduct while participating in 4-H activities. Participant will:

- Exhibit positive character and behavior such as responsibility, respectfulness, caring, citizenship, and fairness.
- Attend all assigned sessions as part of a planned activity and be in the assigned area at all times.
- Follow guidelines and rules established for activities.
- Dress appropriately, use appropriate language, and respect the rights of others.
- Be respectful of public or private property and will be responsible for any damage, theft, or misconduct.
- Not possess or use alcohol, illegal drugs, or tobacco products.
- Not behave recklessly, engage in sexual misconduct, assault, threaten, or harm another person.

I understand the following:

- The possession or use of fireworks, guns, and other weapons is prohibited.
- No violence, including sexual abuse or harassment will be tolerated.
- Hazing of any kind is prohibited.
- Bullying, including verbal, physical, and cyber bullying is prohibited.
- Theft of property is prohibited.
- Misuse or damage of University property is prohibited. Charges will be assessed against those who are responsible.
- Inappropriate use of cameras and digital devices is prohibited in any area where privacy is expected (restrooms, etc..)

I understand and acknowledge that Participant's failure to adhere to the above code of conduct may result in Participant's removal or suspension from 4-H programs or events.

**PHOTO RELEASE.** I understand that Participant may be photographed or video recorded during participation in 4-H programs and events. Such photographs and recordings may be used to market and promote 4-H. I, for the purpose of marketing and promoting 4-H, hereby grant to Utah State University and its photographers, videographers, editors, contractors, agents, representatives, employees, and assigns, the irrevocable and unrestricted right to (i) take, record,

use, and publish photograph(s)/video(s) of or including the Participant in any manner and medium; and (ii) to alter, edit, or manipulate the same photograph(s)/video(s) without restriction, my inspection, or my further approval. I hereby voluntarily release and forever discharge Utah State University and its photographers, videographers, editors, contractors, agents, representatives, employees, and assigns from all claims and liability relating to said photograph(s)/video(s).

**SURVEYS.** I understand that Participant may be asked by 4-H staff to participate in surveys regarding 4-H programs and events. These surveys are intended to provide feedback on how 4-H can improve its programs and events and are completely voluntary.

**MEDICAL RELEASE.** In the event of an emergency, I hereby give permission to the 4-H staff to request emergency services for Participant, which may include transportation to a medical facility. In the event that an emergency contact cannot be reached, I also give permission to the physician to hospitalize and provide Participant with proper necessary treatment.

**WAIVER AND RELEASE.** 4-H has a tradition of administering programs and events relating to (a) horses and livestock ("Equine and Livestock Activities") and (b) other 4-H programs and events (i.e. science and technology, fitness, arts and music, career development, home and domestic skills, history, etc.) ("4-H Activities"). I, in consideration for Participant's opportunity to participate in Equine and Livestock Activities and 4-H Activities, do hereby agree on behalf of myself, my heirs, assigns, personal representative, and estate as follows:

**ACCEPTANCE OF EQUINE AND LIVESTOCK ACTIVITY-ASSOCIATED RISKS AND RESPONSIBILITIES:** I acknowledge that Equine and Livestock Activities are not without Inherent Risks. Inherent Risks means those dangers or conditions which are an integral part of equine or livestock activities, which may include: (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. See Utah Code 78B-4-201(5). I also acknowledge that loss or damage to property or injury, illness, or death to myself or others may result from (a) the negligent acts of participants or organizers of Equine and Livestock Activities (including Utah State University, its agents, officers, employees, devisees and assigns and the Board of Regents of the State of Utah (hereafter collectively, "USU")) and (b) the elements that contribute to the unique character of Equine and Livestock Activities. I voluntarily accept the Inherent Risks and other risks and dangers described above or otherwise associated with Equine and Livestock Activities in which Participant takes part. I agree that I will be personally liable for any damages that Participant causes while participating in Equine and Livestock Activities, including Participant's actions or the actions of any animals under Participant's stewardship or control. During Participant's participation in Equine and Livestock Activities, I agree to cause Participant to adhere to appropriate safety standards to ensure the safety of Participant, others, animals, and associated property.

**ACCEPTANCE OF 4-H ACTIVITY-ASSOCIATED RISKS AND RESPONSIBILITIES:** I acknowledge that the 4-H Activities

are not without inherent risks and that participation in any 4-H Activity necessarily includes certain risks, which risks may result in loss or damage to property or injury, illness, or death to myself or others. I understand that these risks may be known or unknown, identified or unidentified, and anticipated or unanticipated. I also acknowledge that loss or damage to property or injury, illness, or death to Participant or others may result from the negligent acts of participants or organizers of 4-H Activities (including USU). I voluntarily accept the risks and dangers associated with any 4-H Activity in which Participant takes part. I agree that I will be personally liable for any damages that Participant causes while participating in 4-H Activities. During Participant's participation in 4-H Activities, I agree to cause Participant to adhere to appropriate safety standards to ensure the safety of Participant, others, and associated property.

**RELEASE:** I hereby voluntarily release and forever discharge USU from any and all liability, claims, demands, attorney fees, actions, or rights of action which are related to, arise out of, or are in any way connected with Participant's participation in Equine and Livestock Activities or 4-H Activities, including specifically, but not limited to, the negligent acts or omissions of USU for any and all bodily injury, death, illness, disability, or damage to myself or to my property. I agree that USU is not liable for Inherent Risks, risks, negligent acts, or any other liability that may arise in connection with Participant's participation in Equine and Livestock Activities or 4-H Activities.

**INDEMNIFICATION:** I hereby agree to hold harmless and indemnify USU against any and all losses, liabilities, or claims arising out of or connected to Participant's participation in Equine and Livestock Activities or 4-H Activities. The indemnification obligations outlined herein extend to any and all costs and expenses, including attorney fees, incurred by USU in connection with any such loss, liability, or claim.

**GOVERNING LAW AND JURISDICTION:** The laws of the state of Utah shall govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, action, claims and causes of action relating to the validity, construction, and enforcement of this Agreement.

**SEVERABILITY.** The provisions of this Agreement are severable, and in the event that any provision or part thereof of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

**ACKNOWLEDGEMENT OF EFFECT OF THIS AGREEMENT:** I understand and acknowledge that by electronically signing this Agreement, I am agreeing to be bound by its terms and conditions. I acknowledge that by this Agreement, I have freely and voluntarily (a) given up certain legal rights and/or possible claims that I might otherwise assert or maintain against USU, including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of USU; and (b) assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by third parties against me/Participant as a result of Participant's participation in this Activity. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND UNDERSTAND THAT IT WAIVES MY RIGHT TO SUE USU.