

University of Utah/Facility Operations Waiver of Liability

Assumption of Risk, Waiver of Liability and Indemnification Agreement

Important: This is a legal document. Please read and understand this document before signing.

This Agreement must be completed by each individual applying for authorization to access any building roof on campus or a roof of any building owned or leased by the University of Utah, for which Facility Operations has maintenance responsibility.

Participant: (print full name) _____

Department and phone number: _____

Activity: (accessing building roof and any or all activities thereon)

TERMS AND CONDITIONS

I understand that roof access and any or all activities thereon can include foreseen and unforeseeable risks and hazards which may expose the participant to injury, or death. Participant freely and voluntarily participates in the activities with the knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

Participant understands and acknowledges that the University of Utah (“University”) and State of Utah are not insurers of Participant’s behavior, actions or participation in the activity, and that neither the University of Utah nor the State of Utah assumes any liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of Participation in the activity. Participant hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless the State of Utah and the University of Utah, and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the above named activity, and excepting only such loss, damage or injury as may be caused by the sole negligence of the University of Utah.

Participant agrees that the site of any lawsuit arising out of or related to participation in the activity shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the State of Utah, without application of any principles of choice of law.

Participant acknowledges that Participant has received full prevention training (required on roofs with no parapet wall or a parapet wall of less than 42”) and has access to and agrees to use any fall protection equipment required by any law, regulations, code or ordinance.

Participant does not have any medical conditions that would prevent participation in activity.

Participant has adequate health insurance to cover the costs of treatment in the event of any injury.

Participant shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY, A CONTRACT BETWEEN PARTICIPANT AND THE RELEASEE, AND SIGNS IT OF HIS OR HER OWN FREE WILL.

I am signing this Agreement for myself as Participant. I acknowledge that I am at least eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature Date

Participant's Insurance ID number and Insurance Carrier, address and telephone number:

Insurance ID# Insurance Carrier

Carrier Address:

Street City State Zip

Carrier Telephone No. _____

Reviewed February 2001