

UNIVERSITY OF UTAH HEALTH CONSENT TO TREAT/ASSUMPTION OF RISK

**IMPORTANT: THIS IS A LEGAL DOCUMENT,
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING
ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION
AGREEMENT**

This Agreement must be completed in order to obtain athletic training and physical therapy services at the University of Utah School of Dance.

Participant (Print Full Name): _____

Program: University of Utah Sports Medicine Services

Course: University of Utah School of Dance Sports Medicine Services for the Period of June 21st, 2021 to July 16th, 2021

I, the undersigned, am either the Participant named above or the parent and/or legal guardian (“Guardian/Parent”) of the minor Participant named above. I am familiar with the curriculum and the activities which take place in the above named course.

TERMS AND CONDITIONS

I will participate or authorize the participant to participate in the above course at the University of Utah School of Dance (the “Program”). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program that may expose the participant to illness, injury, or death. Participant or guardian/parent freely and voluntarily participates or allows participation in the program 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 or Guardian/Parent of Participant understands and acknowledges that the University of Utah (“University”) is not an insurer of Participant’s behavior, actions or participation in the program, and that the University assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of Participation or free services received in the Program activities. Participant or Guardian/Parent hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless the University, and all of their officers, employees and agents (collectively the “Releasees”) from any 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 Program, and excepting only such loss,

damage or injury as may be caused by the sole negligence or any Releasee Participant of Guardian/Parent of Participant agrees that the site of any lawsuit arising out of or related to participation in the Program 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 law. Participant does not have any medical conditions that would prevent participation in course Program. 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.

MEDICAL RECORDS RELEASE AUTHORIZATION

I hereby authorize any physician, health care provider, counselor, chiropractor, physical therapist, athletic trainer, rehab provider, hospital, surgery center, pharmacy, laboratory, insurance company, third party administrator, healthcare consultants, claims adjuster/handler, employer, or person to disclose any medical records, or other protected health information and results including, but not limited to, x- rays, MRI, diagnostic test, physician narratives, progress reports, physical therapy notes, drug and alcohol testing, and other medical reports. My permission is also given to all the above to fully discuss my diagnosis, treatment, condition, prognosis and any previous conditions that may have predisposed me to this injury/illness. I understand the information obtained by use of this authorization will be used to evaluate and authorize treatment for my injury/illness while participating at the School of Dance for the University of Utah, to make determinations regarding eligibility for any benefits or services, the payment of claims, to assess the potential of my return to full or modified activities, and for educational, quality assurance, and medical research purposes. Please release records and information to representatives of the following that may request them:

- University of Utah

By my signature and full acknowledgment of medical records release, I hereby release all parties from all liabilities that may result from the furnishing of said information.

CONSENT TO TREAT FORM

I acknowledge that the University has required that I seek medical advice concerning my physical health, conditioning and abilities, prior to engaging in any Program Activities. If I incur any injury or emergency during Program Activities, I authorize the University to take whatever steps are reasonably necessary in its judgment to attend to my medical needs. I also authorize the University School of Dance directing physicians, athletics trainers, and physical therapists to administer any treatment deemed necessary. Among those who attend to patients are medical, nursing, and other health care professionals in training who may be present or provide patient care as part of their education. You understand that the practice of medicine is not an exact science and that diagnosis and treatment may involve risk of injury. You acknowledge that no one has made any guarantee to you about the result of your treatment or examination.

GOVERNMENTAL IMMUNITY

All claims for negligence, and other claims against University of Utah Health Hospitals & Clinics and its employees, including physicians, nurses, technicians, athletic trainers, physical therapists, and students, may be governed by the provisions of the Utah

Governmental Immunity Act, Section 63-30-1 et seq. Utah Code Annotated, 1953 as amended, a special law restricting how and when a claim must be presented and limitations on the amount recovered.

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 OR GURADIAN/PARENT OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AND THE RELEASEES 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 of Participant

Date

I am signing this Agreement on behalf of a minor participant. I acknowledge that I am the Guardian/Parent of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Signature of Guardian/Parent of Participant

Date