

BYU Continuing Education Youth Program Participation Agreement

Program: _____

In consideration for permission from Brigham Young University (“BYU”) to participate in the Program, the below-named participant (the “Participant”) and the Participant’s parent or legal guardian agree to this Youth Program Participation Agreement (this “Agreement”), as follows:

1. **Adherence to Program Policies.** I certify that I have read, understand, and agree to comply with the Program’s policies (the “Program Policies”), including all rules, terms, conditions, standards, and guidelines stated in the Program information page(s) on the Program’s website, the online or print registration materials, and this Agreement. I understand that Program Policies are subject to change at BYU’s sole discretion for a variety of reasons, including health and safety, and to stay informed, I agree to review the Program Policies as found on the Program’s website within 72 hours before the beginning of the Program. I expressly agree to comply with the standards for dress and appearance as described in the [Church’s “For the Strength of Youth” pamphlet](#) (pp. 6-8). I understand and agree that participants who do not comply with the Program Policies, as they exist on the date(s) of the Program, may be sent home from the Program at BYU’s sole discretion, with no refund. I further understand and agree that if I am dismissed from the Program for violation of the Program Policies, I am solely responsible for making travel arrangements to return home immediately.
2. **Parent or Legal Guardian Permission.** As the parent or legal guardian of the Participant, I give permission for Participant to participate in the Program and I will support the Participant in adhering to the Program Policies.
3. **Assumption of the Risk and Waiver of Liability.** I understand that I may be engaging in activities which may include, but are not limited to, walking long distances outdoors, outdoor games, dancing, and transportation by motor vehicle. ***I am voluntarily participating in the Program’s activities (including motor-vehicle transportation provided by BYU) and assume all the risks and accept personal responsibility for any injury or loss therefrom.*** On behalf of myself, my heirs, personal representatives, and assigns, ***I hereby waive, release, and covenant not to sue BYU*** (its employees, volunteers, agents, and affiliated entities) ***from and for all claims of loss, damage, or liability, including claims of property damage, personal injury, and death that may result from my participation in the Program, even if such claims arise from BYU’s ordinary negligence.***
4. **Consent to Medical Treatment.** I hereby give my consent to BYU to provide medical treatment to the Participant that BYU may, in its sole discretion, determine to be necessary in the event of illness (physical or mental) or accident. I understand and agree that I am responsible for any expenses incurred for such treatment, including, but not limited to costs of transportation to and treatment from any hospital or medical center. In case of an emergency, I understand and agree that efforts will be made to contact the individual listed as the emergency contact person at registration. In the event that this person cannot be reached, I hereby authorize the medical provider selected by the Program’s staff to secure proper treatment, including hospitalization, anesthesia, surgery, or medication. I also hereby authorize medical providers to disclose my protected health information to the Program’s staff and/or any physician or health-care provider involved in providing medical care.
5. **Insurance.** I assume full responsibility for obtaining personal health insurance coverage and paying for any and all medical and health care expenses related to or arising from participation in the Program including any such expenses incurred by BYU on my behalf.
6. **Transportation.** I understand and agree that, unless otherwise specifically indicated by BYU, transportation to and from the Program is my sole responsibility. I assume full responsibility for the Participant to be picked up from the Program at the time(s) designated by the Program or at a check-out time previously communicated to Program staff. BYU is not responsible for my supervision beyond those designated times.
7. **Consent to Use Image.** I grant permission for BYU, or any third party authorized by BYU, to take and make public visual, audio, and video images of me taken during the Program (the “Images”). I understand and agree that BYU, or the third party authorized by BYU, owns the Images and all the rights to them and may use them without notifying me, in any manner or media, including, but not limited to, university-sponsored websites, publications, social media, promotions, advertisements, and posters, as well as third-party commercial productions authorized by BYU. I waive any right to inspect, approve, or be compensated for the use of the Images.
8. **Campus Housing Use.** If I am assigned campus housing for the Program, I understand and agree to the following:
 - a. Authorized BYU personnel may access my room in order to conduct health and safety inspections, check for maintenance required, check for damage to my room or furnishings, perform janitorial or maintenance service, verify compliance with campus policies and/or the Program Policies, and when otherwise appropriate in the reasonable judgment of authorized BYU personnel.
 - b. BYU personnel may search my room and my personal belongings within my room and may seize items found therein that are prohibited by law, campus policies, and/or the Program Policies.
 - c. I will be assigned a roommate who is within the age range for which the Program is designed. For example, if the Program is designed for 13 to 18-year-old youth, my assigned roommate will be within that age range.
9. **Payment of Financial Obligations.** I hereby accept full responsibility to pay all tuition, fees, expenses associated with property I have damaged, and other associated costs assessed as a result of my registration and/or receipt of services for the Program. I agree that if all charges I incur are not paid by the due date and if, for the purposes of collecting the amount due, BYU should retain an attorney or collection agency, I will pay all costs of collection including reasonable interest, reasonable attorney’s fees, and reasonable collection agency fees, which may be based on a percentage at a maximum of 40% of the debt. I also agree to allow BYU or its agent to contact me by email or cell phone in an effort to collect the debt. I also authorize BYU or its agent to use automated telephone dialing equipment, and to use artificial or pre-recorded voice messages in their efforts to contact me. Further, I understand that I may withdraw my consent for BYU or its agent to use automated telephone dialing equipment or artificial or prerecorded voice messages to contact me by submitting my request to the BYU Collections Office in writing or verbally at A-153 ASB, Provo, UT 84602; (801) 422-6634 or verbally or in writing to the applicable agent contacting me on behalf of BYU. Finally, I understand that my delinquent account may be reported to one or more of the national credit reporting agencies.
10. **Disclaimer of Warranties.** I understand and agree that the content, information, and services of the Program are provided “as is” with no representation or warranties of any kind, either expressed or implied.
11. **Governing Law, Venue, and Jurisdiction.** The laws of the State of Utah, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit is the federal courts of the United States located in Salt Lake City, or the courts of the State of Utah located in Utah County.
12. **Severability.** If any provision of this Agreement is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed without the invalid provision.

By my signature below, I certify that I am the below-named Participant *or* that I am the parent or legal guardian of the below-named Participant. I further certify that I have carefully read this Agreement, understand its content, and agree to all the terms set forth therein.

Participant Name: _____ Parent or Legal Guardian Name: _____

Participant Signature: _____ Parent or Legal Guardian Signature: _____

Date: _____ Date: _____