

BYU Continuing Education Youth Program Participation Agreement

In consideration for permission from Brigham Young University (“BYU”) to participate in the below-named program (the “**Program**”), the below-named participant (the “**Participant**”) and the Participant’s parent/legal guardian (if the Participant is under 18 years of age) agree to the terms and conditions of 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 the BYU Honor Code and all terms, conditions, standards and guidelines as stated in the Program information page(s) on the Program’s website, the online or print registration materials, and these Terms and Conditions. I understand and agree that participants who do not comply with the Program Policies 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 (and my parent/legal guardian) am solely responsible for making travel arrangements to return home immediately.
2. **Assumption of the Risk.** I understand that I may be engaging in physical activities which may include, but are not limited to, walking long distances outdoors, outdoor games, and dancing. I understand that the risks involved in these activities may include, but are not limited to: injuries from walking or running over uneven surfaces; pulled muscle; muscle cramp or spasm; cuts; bruises; blisters; broken bones; strains; sprains; falls; concussions; torn muscles; internal injuries; spinal injuries; blows to the body, face or head; exhaustion; dehydration; physical or emotional distress; injuries from contact with equipment or others; damage to clothing or other personal items; animal or bug bites or stings; sunburn; hypothermia; heat-related illness; adverse weather conditions, such as rain, lightning, hail, etc.; and other risks, hazards, or accidents whether foreseen or unforeseen. **I hereby assume all the foregoing risks and accept personal responsibility for any injury or loss therefrom.**
3. **Waiver of Liability.** On behalf of myself, my family, my heirs, and my assigns, **I hereby release, fully discharge, and covenant not to sue BYU** and its employees, volunteers, and agents **from and for all claims of injury and loss that may result from my participation in the Program and the ordinary negligence of BYU**, its employees, volunteers, and agents.
4. **Consent to Medical Treatment.** I hereby give my consent to BYU to provide medical treatment to me that BYU may, in its sole discretion, determine to be necessary in the event of illness 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 involving a participant under 18 years of age, 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 injections of medication. I also hereby authorize medical providers, including the BYU Student Health Center, during the Program, 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 transportation to and from the Program is me and my parent/legal guardian’s sole responsibility and not that of BYU. I assume full responsibility to arrange 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. I understand and agree that 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 visual/audio/video images of me 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. I further grant BYU and any third-party authorized by BYU permission to use the Images, 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.** I agree that authorized BYU personnel may access any campus housing room that is assigned to me during the course of the Program (the “**Room**”) in order to conduct health and safety inspections, check for maintenance required, check for damage to the 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. I further agree that authorized BYU personnel may search the Room and my personal belongings within the Room and may seize items found therein that are prohibited by law, campus policies, and/or the Program Policies.
9. **Payment of Financial Obligations.** I hereby accept full responsibility to pay all tuition, fees, 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 via YMessage or 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 shall be the state court of Utah County, State of Utah.
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 with the invalid provision eliminated.

BY MY SIGNATURE BELOW, I CERTIFY THAT I AM THE BELOW-NAMED PARTICIPANT AND AM OVER 18 YEARS OF AGE **OR** THAT I AM THE PARENT/LEGAL GUARDIAN OF THE BELOW-NAMED PARTICIPANT WHO IS UNDER 18 YEARS OF AGE. I FURTHER CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENT, AND AGREE TO ALL THE TERMS SET FORTH THEREIN ON MY AND, IF APPLICABLE, MY MINOR CHILD’S BEHALF.

Program Name: _____

Participant Name: _____

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Phone: _____

Signature of Parent/Legal Guardian or 18-year-old Participant: _____

Date: _____