

Waiver and Release for Participation in the Utah Youth Preparedness Initiative (MyPI Utah)

This is a release of legal rights; please read and understand before signing!

I/my child, _____, (Student's Name) intend(s) to participate in the Utah Youth Preparedness Initiative (MyPI Utah), a program administered by Utah State University Extension in collaboration with MyPI National during 2023, 2024, and/or 2025 (hereinafter referred to as the "Activity").

I/my child is voluntarily seeking to take part in the Activity, and I understand that there may be some risks involved, either anticipated or unanticipated, that could result in injury, illness, or damage to participants, personal property, or third parties. I/my child understand potential dangers during this Activity include, but are not limited to dangers associated with (i) transportation to, from, or during the Activity; (ii) voluntary physical interaction between adult instructors and participants, including demonstrating rescue techniques; (iii) the effects of temperature extremes; (iv) my negligence or the negligence of other participants, instructors, or other involved persons; (v) the theft of property and other crimes.

As a condition of my/my child's participation in this Activity, I/my child acknowledge and assume full responsibility for any risk of loss or damage to property or any personal injury, even death, which may be sustained by me while participating voluntarily in this Activity, or while I/my child is on the premises where the Activity is conducted, or while traveling to and from this Activity. I/my child am aware of the risks inherent in this Activity, all my questions about this Agreement or this Activity have been answered to my satisfaction, and I/my child choose to participate voluntarily. If signing as a parent/guardian, I choose to allow my child/ward to participate voluntarily.

I further agree and covenant that I will not sue any entities/agencies within MyPI Utah, including specifically Utah State University, the Utah Board of Higher Education, the High Plains Intermountain Center for Agricultural Health and Safety (HICAHS), MyPI National, Mississippi State University (MSU), the MSU Extension Service, the MSU School of Human Sciences, and the National Institutes of Health (NIH), the MyPI National instructors, the MyPI Utah instructors, or any of these entities'/agencies' employees, assigns, agents, or affiliated entities (known now as "Releasees"). I release the Releasees from any liability in connection with my participation with this Activity and any injuries or loss that may occur on behalf of myself and/or my child.

I waive, release, and discharge all the Releasees from any liability related to my/my child's participation in this Activity, whether caused by negligence or a breach of an express or implied contract. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damages, or costs, including but not limited to court costs and attorney's fees that may result from this Activity.

I further acknowledge that the Releasees are not responsible to carry liability insurance for this Activity and that in order to allow this Activity and others like it, it is essential that the Releasees not be subject to liability or such Activities sponsored by the Releasees may not be feasible in future public educational programs offered by the Releasees.

It is my express intent that this agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative if I am not alive, and this Agreement shall be deemed as a release, waiver, discharge, and covenant not to sue the above Releasees. I hereby further agree that this Agreement shall be construed in accordance with the laws of the state of Utah.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, that I understand it, that I sign it voluntarily as my own free act and deed, and that no oral or written representations or statements of inducements, apart from the foregoing written Agreement, have been made. I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by same.

Signature of Participant and Date

Signature of Parent/Guardian (if under 18)

Printed name of Participant

Printed name of Parent/Guardian