

## BYU Continuing Education Participation Agreement and Release

**Program:** \_\_\_\_\_

**Participant Name:** \_\_\_\_\_

In consideration for permission from Brigham Young University (“BYU”) to participate in the above-named BYU Continuing Education program (the “Program”), I, and my Parent/Guardian (if applicable), enter into this Participation Agreement (this “Agreement”), as follows:

- 1. Adherence to Program Policies.** I certify that I have read and understand the Program’s policies, including all standards of conduct, terms, conditions, and guidelines as stated in the Program information page(s) on the BYU Continuing Education website and the online or print registration materials (collectively the “Program Policies”). I understand that adherence to the Program Policies is required and agree to comply with them. I understand 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. As a parent/guardian of a participant under 18 years of age (if applicable), I certify that I have read and reviewed the Program Policies with my child, and I agree that it is my responsibility to retrieve my child from the site of the Program immediately upon notification of dismissal for violation of the Program Policies.
- 2. Liability Waiver and Release:** I acknowledge and fully understand that I may be engaging in activities that involve risk of serious injury, including permanent disability or death, which might result not only from my actions, inactions, or negligence, but the action, inaction, and negligence of others, or the condition of the premises or of any equipment used. I assume all the foregoing risks and accept personal responsibility for the damages following such injury or loss. I also release and hold harmless BYU and its officers, trustees, agents, employees and volunteers from any and all liability for any and all claims, demands, losses, or damages on account of injury, including permanent disability or death, or damage to property, which may arise from my participation in the Program, unless the injury or damage is primarily the direct result of BYU’s gross negligence, and not caused in part by my negligence.
- 3. 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 agree to be 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.
- 4. Insurance.** I understand that BYU does not provide insurance for participants of the Program. 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.
- 5. Transportation.** I agree that transportation to and from the Program is my responsibility and not that of BYU. As a parent/guardian of a participant under 18 years of age (if applicable), I assume full responsibility to make arrangements to have my child picked up from the Program at the time designated by the Program. I agree that BYU is not responsible for the supervision of my child beyond that designated time.
- 6. Consent to Use Image.** I grant permission for BYU to take, and make public, visual/audio images of me during the Program. I agree that BYU owns the images and all the rights to them. Without notifying me the images may be used in any manner or media including, but not limited to, university sponsored websites, publications, promotions, advertisements, and posters. I waive any right to inspect, approve, or be compensated for the use of such images.
- 7. Dormitory Room Use.** I agree that if a dormitory room is assigned to me during the course of the Program (the “Room”), authorized personnel shall have access to 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 personnel. I further agree that authorized 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.
- 8. Payment of Financial Obligations.** I understand that when I register for the Program, I 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.
- 9. Disclaimer of Warranties.** I understand that the content, information, and services provided by BYU Continuing Education are provided “as is” with no representation or warranties of any kind, either expressed or implied.
- 10. 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, including, without limitation, its validity, interpretation, construction, performance and enforcement. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court of Utah County, State of Utah.
- 11. 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.

I HEREBY CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENT AND PURPOSES, AND AGREE TO ALL THE TERMS SET FORTH THEREIN.

Participant Name: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

I HEREBY CERTIFY THAT I AM THE PARENT/GUARDIAN OF THE ABOVE-NAMED PARTICIPANT, WHO IS UNDER 18 YEARS OF AGE. I FURTHER CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENT AND PURPOSES, AND AGREE TO ALL THE TERMS SET FORTH THEREIN ON BEHALF OF MY CHILD, AND ON MY OWN BEHALF.

Parent/Guardian Name (if applicable): \_\_\_\_\_

Signature of Parent/Guardian (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_