

**LIABILITY RELEASE, WAIVER, AND INDEMNITY**  
**BYU Cougarette Tryout**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. READ CAREFULLY.

**I. RISKS/PRECAUTIONS**

As required by the NCAA, the results of a sickle cell lab (which must be ordered by a physician) must be provided prior to trying out. [       ] (Initial)

In CONSIDERATION of my being permitted to participate in the Cougarette tryout, I \_\_\_\_\_ (Print Name), agree to the terms of, and make the representations in, this Agreement. I am aware of the substantial risks involved with participating in the BYU Cougarettes. These risks include, but are not limited to, personal property loss or damage, falls, collisions with other dancers, the condition of the dance floor, and potential injuries like sprains and fractures in the feet, toes and ankle, shin splints, Achilles tendonitis, ACL and MCL tears as well as other knee injuries, hamstring and quadriceps and calf strains or tears, hip injuries, lower back pain, shoulder dislocations or tears, wrist and hand injuries, head and neck injuries, concussions, bone fractures, lacerations, and other injuries with consequences as severe as paralysis or even death, whether foreseen or unforeseeable. **I RECOGNIZE THAT THESE RISKS ARE NOT AN INCLUSIVE LIST AND THAT THIS AGREEMENT COVERS ALL LISTED RISKS AND OTHER POSSIBLE RISKS ASSOCIATED WITH THE BYU COUGARETTES.**

[       ] (Initial)

I am a healthy person, knowledgeable about the athletic abilities required to become a member of the BYU Cougarettes, and prepared to participate in this tryout. I will take all of the necessary precautions before participating in this tryout. In the event I suffer an injury, I agree to notify a staff member immediately and to take full responsibility for any medical supervision or care that may be necessary. I recognize that BYU may act as a first responder in the event of any accident or injury. I consent to any medical treatment that may be necessary or advisable in the event of injury or harm to me, and I grant permission to BYU to authorize emergency medical treatment and/or transportation, if BYU determines it is necessary. I understand and agree that BYU assumes no responsibility for any injury or damage that might arise out of or in connection with emergency medical treatment and/or transportation. I agree to be financially responsible for all expenses incurred in that treatment and/or transportation. Furthermore, I agree to abide by all instructions of those who oversee the tryout, and I attest that I will not participate unless I am physically and medically fit and sufficiently trained to participate. [       ] (Initial)

**II. RELEASE, WAIVER, COVENANT NOT TO SUE, AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS**

I hereby RELEASE, WAIVE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS Brigham Young University, the Athletic Department of Brigham Young University, and any of their directors, officers, servants, agents, and employees (each a "Releasee" and, collectively, the "Releasees") for any liability, claim, demand, cost, expense, and/or cause of action arising out of or related to any loss, damage, or injury (physical, mental, emotional, or otherwise), including death, that occurs as a result of any Releasee's conduct or omission, including any negligent act and/or omission by any Releasee, in connection with my participation in any activities that are part of the BYU Cougarette tryout. [ ] (Initial)

I further agree that this Agreement will bind the members of my family and spouse, if I am alive, and my estate, executors and administrators, heirs, assigns, and personnel representatives if I am deceased, and shall be deemed as a liability release, waiver, and indemnity agreement in favor of the Releasees. In addition, I agree to pay any attorney fees or costs incurred by BYU in enforcing this Agreement. Further, I understand and acknowledge that BYU is not the insurer of my behavior, actions, or participation in the tryout. [ ] (Initial)

I have read the above information in its entirety. I sign this Agreement voluntarily, without relying upon any other representation, statement or inducements, apart from the foregoing written statements. I understand that BYU does not require me to participate in this tryout, but I want to do so, despite the possible dangers and risks and despite the legal and equitable rights I am relinquishing by signing this Agreement. I further state and represent that I am at least eighteen (18) years of age, fully competent to sign this Agreement, and fully intending to be bound by it. I understand that the Releasees are not liable for any injuries I sustain in conjunction with this tryout, unless it is caused by a Releasee's intentional conduct or gross negligence. I certify that the information I have provided in this document is true and correct to the best of my knowledge. If any portion of this Agreement is held to be invalid, illegal, unenforceable, or in conflict with any law governing this Agreement by a court of competent jurisdiction, the validity of the remaining portions shall not be affected. [ ] (Initial)

X \_\_\_\_\_ Date \_\_\_\_\_  
(Participant's Signature)

X \_\_\_\_\_ Date \_\_\_\_\_  
(Parent or Guardian Signature also required if participant is not eighteen years of age)

**III. INSURANCE AND MEDICAL INFORMATION**

I reaffirm that there are no health-related reasons or problems which preclude or restrict my participation in this tryout, and that I have adequate health insurance necessary to provide for and pay any medical costs that may arise as a result of injury or harm to me.  
[ ] (Initial)

PLEASE PRINT CLEARLY

Name \_\_\_\_\_ Birthdate \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

Cell Phone Number \_\_\_\_\_ Age \_\_\_\_\_

Local Address \_\_\_\_\_ # and Street City State Zip Code

Parent/Guardian's Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Parent/Guardian Address \_\_\_\_\_ # and Street City State Zip Code

Allergies to Medications (if any): \_\_\_\_\_

**TO PARTICIPATE IN THIS TRYOUT YOU MUST HAVE A HEALTH OR ACCIDENT INSURANCE POLICY THAT PROVIDES YOU COVERAGE FOR ALL INJURIES.**

Name of Insurance Company \_\_\_\_\_

Policy Number \_\_\_\_\_ Effective Date of Policy \_\_\_\_\_

Insurance Co. Address \_\_\_\_\_ # and Street City State Zip Code

**I certify that I am covered by the above-listed insurance company by signing below:**

X \_\_\_\_\_ Date \_\_\_\_\_  
(Participant's Signature)

X \_\_\_\_\_ Date \_\_\_\_\_  
(Parent or Guardian Signature also required if participant is not eighteen years of age)