

UNIVERSITY OF UTAH

**IMPORTANT: THIS IS A LEGAL DOCUMENT,
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

**ASSUMPTION OF RISK, WAIVER OF LIABILITY AND
INDEMNIFICATION AGREEMENT**

This Agreement must be completed in order to participate in the activities associated with this program and course.

Student ID #: U _ _ _ _ _

Participant (print full name): ① → _____

Program: **ENGLISH LANGUAGE INSTITUTE**

Course: **Intensive English Program**

I, the undersigned, am either the Participant named above or the parent and/or legal guardian ("Guardian/Parent") of the minor Participant named above. I am familiar with the curriculum and the activities which take place in the above named course.

TERMS AND CONDITIONS

I will participate or authorize the Participant to participate in the above program and course at the University of Utah (the "Program"). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program which may expose the participant to illness, injury, or death. Participant or guardian/parent freely and voluntarily participates or allows participation in the program with the knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

Participant or Guardian/Parent of Participant understands and acknowledge that the University of Utah ("University") is not an insurer of Participant's behavior, actions or participation in the program, and that the University assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of Participation in the Program activities. Participant or Guardian/Parent hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless the University, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the above named Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

Participant of Guardian/Parent of Participant agrees that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

Participant does not have any medical conditions that would prevent participation in course Program.

Participant has adequate health insurance to cover the costs of treatment in the event of any injury.

Participant shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

_____ I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

② →

Signature of Participant

Date

_____ I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Guardian/Parent of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Signature of Legal Guardian and/or Parent of Participant

Date

Marketing Disclosure

Student or Parents/Guardians of registered students grants the English Language Institute office permission to use any photography and/or video of or written statement made by the student during any ELI program for marketing purposes.

Student ID #: U _ _ _ _ _

First Name ③ → _____

Last/Family Name ④ → _____

Personal E-mail: ⑤ → _____

Address in Utah:

⑥ →

Street

Apartment or Room Number

→

City

Zip Code/Postal Code

→

Phone Number

Address in your country:

⑦ →

House Number and Street

→

City

Country

Who can we contact if you have an emergency?

⑧ →

Name

Relationship to you

→

Phone Number

Student Agreement

It is my responsibility to understand and comply with all F-1 visa regulations, school policies, and state and federal laws. Therefore I must:

1. Register in ELI classes and pay tuition on or before 8:20 AM on Tuesday of Week 2 of each session
2. Attend classes regularly (3 lates/tardies = 1 absence)
 - a. First time with **16** or more absences = Attendance Probation
 - b. Second time with **16** or more absences = Program Dismissal
 - c. Anytime with **32** or more absences = Program Dismissal

If you are taking less than 4 courses, please see the office for the number of absences allowed for your situation.
3. Maintain a minimum of **2.0** GPA for Session GPA AND Overall GPA
 - a. First time Session GPA AND Overall GPA fall below **2.0** = Academic Probation
 - b. Second time Session GPA AND Overall GPA fall below **2.0** = Program Dismissal AND
 - c. First time failing an ELI class = Repeat Probation
 - d. Second time failing an ELI class = Repeat Probation
 - e. Third time failing the same class = Program Dismissal
4. Check my uMail regularly
5. Inform the office before the end of each session of my plans to continue or leave the program
6. Understand and comply with SEVIS regulations including, but not limited to:
 - a. Not work off campus
 - b. Submit an address change form to the office within **10** days of moving
 - c. Keep my passport and I-20 valid and safe at all times and know their expiration dates
7. Understand and comply with policies including, but not limited to:
 - a. Utah Indoor Clean Air Act-smoking must be at least **25** feet or **7.62** meters from the building or in a designated area-see <http://www.slcohealth.org/programs/tobaccoPrevention/index.html>
 - First citation from ELI = First Warning
 - Second citation from ELI = Program Dismissal
 - b. University of Utah Code of Student Rights and Responsibilities ("the Student Code")-see <http://regulations.utah.edu/academics/6-400.php>
 - c. ELI Attendance Policy-see <http://continue.utah.edu/eli/current>
 - d. ELI Academic Policy-see <http://continue.utah.edu/eli/current>
 - e. ELI Academic Misconduct Policy-see class syllabus
 - f. ELI Classroom Expectations-see class syllabus
 - g. ELI Repeat Policy-see <http://continue.utah.edu/eli/current>
 - h. ELI Student Handbook-see <http://continue.utah.edu/eli/current>
 - i. **ELI Tuition must be paid on or before 8:20 AM on Tuesday of Week 2 of the session** - see <http://continue.utah.edu/eli/current>

ELI reserves the right to change policies, session dates, schedules, program requirements, and all fees and charges without notice if necessary.

⑨ →

Student Signature

Today's Date