

## ***ACTIVITY RELEASE OF LIABILITY***

### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activity of Blood Draws organized by Oquirrh Mountain Phlebotomy School ("Oquirrh Mountain Phlebotomy School"), agree to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Oquirrh Mountain Phlebotomy School, or the employees, representatives or agents of Oquirrh Mountain Phlebotomy School.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and any individual, and further release and discharge Oquirrh Mountain Phlebotomy School for injury, loss or damage arising out of my presence upon the facilities of Oquirrh Mountain Phlebotomy School, whether caused by the fault of myself or another student, Oquirrh Mountain Phlebotomy School or other third parties.
3. I agree to indemnify and defend Oquirrh Mountain Phlebotomy School against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Oquirrh Mountain Phlebotomy School.
4. I agree to pay for all damages to the facilities of Oquirrh Mountain Phlebotomy School caused by my negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under state law in which the class was taken.
6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Oquirrh Mountain Phlebotomy School has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. In case of an emergency, please call \_\_\_\_\_ (Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day), or \_\_\_\_\_ (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

X \_\_\_\_\_ Date \_\_\_\_\_  
I understand and agree this is a legal representation of my signature.