BYU INTRAMURAL SPORTS
ASSUMPTION OF RISK AND RELEASE AGREEMENT
MINORS

In consideration for my child being permitted by Brigham Young University ("BYU") to participate, and as an inducement to BYU to permit my child to participate in Intramural Sports from August 20, 2026 to August 12, 2027 (collectively, the "Sports"), I, recognize the hazards and dangers inherent in said Sports and already know or have been advised of said dangers, including but not limited to: **abrasions, falls, concussions, scrapes, cuts, bruises, broken bones, dislocations, sprains, strains, emotional/physical distress, damage or loss of personal equipment & belongings, dehydration, physical exhaustion, heart attack, heat exhaustion, communicable diseases (e.g., COVID-19), injuries associated with travel, and death and disability (e.g., broken backs, necks, paralysis)**. I fully acknowledge the risk of injury or death, whether by my child's own actions, the actions of others, or events beyond my child's control. I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I acknowledge and agree that it is my sole responsibility to see that my child participates only in those Sports for which he/she has the prerequisite skills, qualifications, preparations, and training, and that he/she has no health-related reason(s) which would preclude or restrict his/her participation in such Sports. I do hereby agree to knowingly and voluntarily assume full responsibility for all of the risks surrounding my child's participation in said Sports and any other activity(s) that undertake as an adjunct thereto, and all risks associated with my child's own health problems and physical or emotional limitations. Furthermore, I hereby agree to indemnify and hold harmless BYU and its employees, officers, trustees, and agents from and against any and all litigation, claims, damages, actions, costs, damages, expenses, and fees, including reasonable attorneys' fees, that may be instituted against BYU arising out of or incurred as a result of my responsibilities and assumption of risk as contemplated herein. I also hereby give permission to BYU to authorize emergency medical treatment, if necessary, on my child's behalf and that such action (or inaction) by BYU shall be subject to the terms of this Release. I agree to be financially responsible, through insurance or otherwise, for paying all expenses associated with any hospital or other costs arising out of any bodily injury or property damage sustained through my child's participation in the Sports and agree to release and indemnify BYU from liability for such expenses and/or for its acts, omissions, or negligence in referring my child for health care or in selecting the health care provider.

I understand that this signed Release shall be effective during the entire period of my child's participation in the Sports; that it binds me and my child's heirs, executors, administrators, and assigns; and that if any of its terms or provisions are held illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions shall not be affected thereby. I further agree that should I or anyone else bring a suit against BYU relating in any way to my child's participation in the Sports, this Release may be presented to the court as a dispositive, affirmative defense, and I further agree to pay all BYU's attorneys' fees incurred to bring that defense.

I grant permission for BYU to take, and make public, visual/audio images of my child. 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.

I, _____ (printed full name of participant's parent or legal guardian), affirm that I have carefully read this Assumption of Risk and Release Agreement, understand its content and purposes and agree to all the terms set forth above.

I voluntarily give my permission for _____
(printed full name of participant) to participate in the BYU Intramural Sports Program.

Participant's BYU ID _____

_____ _____
Signature of Participant's Parent or Legal Guardian Date

Please return this signed document to the Office of Intramural Sports
If sending as an electronic pdf document, email to: iSports@byu.edu
If sending a hard copy, mail to:
Brigham Young University
Office of Intramural Sports
145 Richards Building
Provo, UT 84602

Concussion and Head Injury Policy

9 December 2013

Brigham Young University recognizes the seriousness of concussions and head injuries and takes seriously its obligation to address concussions and head injuries suffered by individuals participating in university-sponsored sports and other activities. In Utah, the Protection of Athletes with Head Injuries Act[1] requires "amateur sports organizations," which may include the university, to adopt and enforce a concussion and head injury policy.

This policy requires all campus departments to take steps to prevent and address concussions and head injuries in sports and other university activities. This policy shall be made available to all students, parents of minors participating in sports-related university programs, and university faculty members, employees, representatives, and volunteers.

DEFINITIONS

The terms **child** and **minor** are used interchangeably in this policy and mean an individual who is under the age of 18.

Qualified health care provider means a health care provider who is licensed under Title 58 of the Utah Code and may evaluate and manage a concussion within the health care provider's scope of practice. The qualified health care provider must have successfully completed a continuing education course in the evaluation and management of concussions within the last three years.

Sporting event means the following athletic activities that are organized, managed, or sponsored by the university: games, practices, sports camps, physical education classes, athletic competitions, and tryouts.

Traumatic head injury means an injury to the head arising from blunt trauma, an acceleration force, or a deceleration force, with one or more of the following observed or self-reported conditions attributed to the injury:

- transient confusion, disorientation, impaired consciousness
- dysfunction of memory
- loss of consciousness
- signs of other neurological or neuropsychological dysfunction, including seizures, irritability, lethargy, vomiting, headache, dizziness, or fatigue[2]

[1] UTAH CODE ANN. § 26-53-101 through -401 (2013).
[2] UTAH CODE ANN. § 26-53-102(6).

NATURE AND RISK OF CONCUSSION AND TRAUMATIC HEAD INJURY

A concussion is a type of traumatic head injury induced by biomechanical forces. Although concussions most commonly occur after a direct blow to the head, they can occur after a blow elsewhere on the body that is transmitted to the head. A concussion can occur even if a player or student in an activity does not lose consciousness.

Some common signs and symptoms of a sports-related concussion include:

Signs (observed by others):

- Appears dazed or stunned
- Has anxiety
- Manifests confusion
- Forgets plays
- Is unsure about the game, score, or opponent
- Moves clumsily (altered coordination)
- Struggles with balance
- Manifests personality change
- Responds slowly to questions
- Forgets events prior to blow
- Forgets events after the blow
- Has a vacant stare, “glassy eyed”
- Has slurred or incoherent speech
- Experiences loss of consciousness for any duration

Symptoms (reported by a concussed individual):

- Headache
- Fatigue
- Nausea or vomiting
- Double vision or blurry vision
- Sensitive to light or noise
- Feels sluggish
- Feels “in a fog” or “zoned out”
- Problems concentrating
- Disequilibrium
- Emotional instability
- Dizziness
- Problems remembering

These signs and symptoms following a witnessed or suspected blow to the head or body indicate a probable concussion. A single concussion may lead to lasting brain damage.

Continued participation in a sporting event after sustaining a concussion, or returning to athletic activity too soon after sustaining a concussion, puts an athlete at greater risk of suffering a more serious traumatic head injury. In some cases, individuals have died or sustained permanent neurologic complications as a result of continued participation after having prior concussive head injuries.

TRAINING

Each faculty member, employee, representative, and volunteer of the university shall be familiar with, and have a copy of, this policy.

PARENT/GUARDIAN ACKNOWLEDGMENT

Prior to actual participation in a sporting event by a child, the responsible university department must provide a written copy of this policy to a parent or legal guardian of the child. The responsible university department shall also obtain a signed acknowledgement from the child's parent or legal guardian, stating that the parent or legal guardian has read, understands, and agrees to abide by this policy.

CONCUSSION AND HEAD INJURY MANAGEMENT

All students and minors participating in any sporting event should report to a university faculty member, employee, representative, or volunteer any signs or symptoms of a concussion observed in themselves or others. Any student or child who is suspected of sustaining a concussion or a traumatic head injury shall be immediately removed from participating in any sporting event.

After being suspected of sustaining a concussion or a traumatic head injury, a student or child may not return to any sporting event until the student or child is evaluated by a qualified health care provider and provides the university with a written statement from the qualified health care provider. The written statement must affirm that (1) the provider has, within three years before the date on which the written statement is made, successfully completed a continuing education course in the evaluation and management of a concussion, and (2) the student or child is cleared to resume participation in the sporting event.

APPLICABILITY: This policy applies to all university faculty, employees, representatives, volunteers, and students.

RESPONSIBLE UNIVERSITY OFFICERS: Advancement Vice President; Student Life Vice President

RESPONSIBLE UNIVERSITY OFFICE: University Athletics

RELATED UNIVERSITY POLICIES:

- Student Health Services Policy

BRIGHAM YOUNG UNIVERSITY
OFFICE OF INTRAMURAL SPORTS
PARENTAL ACKNOWLEDGMENT AND PERSMISSION

(For participants under the age of 18)

I, _____ (printed full name of participant's parent or legal guardian), acknowledge that I have been given a copy of Brigham Young University's Concussion and Head Injury Policy and that I have read, understand, and agree to abide by this policy.

I voluntarily give my permission for _____
(printed full name of participant) to participate in university sponsored sporting events.

Participant's BYU ID _____

_____ _____
Signature of Participant's Parent or Legal Guardian Date

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