

WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.

By signing this agreement, you, the UNDERSIGNED (hereinafter "Participant"), give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to you or to your property or for your death however caused arising out of your participation in the Great Basin Public Health Leadership Institute, a program sponsored by *HealthInsight* (both the Great Basin Public Health Leadership Institute and *HealthInsight* are together referred to hereinafter as "GBPHLI").

THE UNDERSIGNED ACKNOWLEDGES AND AGREES that parts of this leadership program focus on group problem-solving tasks, including physically challenging tasks such as participating in a low ropes course. These activities do not require participants to be in excellent physical shape but may require some moderate twisting motions, lifting, and balance. Participants for whom such motions or exercise are a concern are strongly encouraged to consult their physician before taking part in such activities.

Participation in any of the above activities is at all times completely up to the individual's free choice with the knowledge that there is always a risk that he or she may suffer various injuries or death or other consequences arising or resulting from participation in these activities.

PARTICIPANT FURTHER ACKNOWLEDGES that Participant is responsible for all possible risks associated with the physical activities included in the GBPHLI program and that the above list in no way limits the extent or reach of this release and covenant not to sue.

RESPONSIBILITY FOR EMERGENCY CARE.

In consideration of the possibility of an accident, the participant hereby consents to emergency transportation and treatment necessary in the event of injury or illness. Participant hereby accepts responsibility for the payment of any emergency transportation and treatment expenses and any subsequent medical bills. Participant acknowledges that GBPHLI has not purchased any health or accident insurance to cover such expenses.

ASSUMPTION OF RISK AND RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE.

In consideration of permission and as a requirement of participation the undersigned hereby covenants and agrees not to sue GBPHLI, its members, directors, officers, employees, volunteers and agents and further agrees to fully release, indemnify and hold harmless GBPHLI, its members, directors, officers, employees, volunteers or agents from any and all causes of action, demands, claims losses, or damages, of any nature whatsoever, including, but not limited to, accidents arising out of transportation to and from GBPHLI events, transportation accidents arising during GBPHLI events, any claim for negligence, which participant, his/her heirs, representatives, executors,

administrators, and assigns may now have, or have in the future against GBPHLI (including attorneys' fees incurred by GBPHLI, its members, directors, officers, employees, volunteers, or agents, in connection with defense of any claim made by or on behalf of, or arising out of any injury to Participant) on account or personal injury, property damage, death, or accident of any kind, arising out of or in any way related to Participant's participation in the GBPHLI program, whether the participation is supervised, unsupervised, however the injury is caused, including, but not limited to the negligence of GBPHLI, its members, directors, officers, employees, volunteers and agents.

THE CONSIDERATION FOR THIS WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT is the permission to be given the Participant to participate in the GBPHLI program and it is agreed that such participation by Participant would be strictly forbidden absent signing of this document by the undersigned.

THE UNDERSIGNED REPRESENTS AND PROMISES that he/she (1) has full authority to execute this document; (2) has fully read this document; (3) would not have signed this document unless he/she fully understood its intent to bar any future claims against the released parties and to protect the released parties from any future loss or liability arising out of or resulting from participation in the GBPHLI program; and (4) has had the opportunity to have his/her attorney review this document and explain it to me if I so desire.

Signed this _____ day of _____, 2004.

SIGNATURE (Participant) _____

Participant's Name: _____

Date of Birth: _____

Home Address: _____

City, State, Zip: _____

Home Phone: _____