Registration No. 333-_____

As filed with the Securities and Exchange Commission on August 11, 2015

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
Under the
Securities Act of 1933

MERIT MEDICAL SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

Utah	**87-0447695**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1600 West Merit Parkway
South Jordan, Utah 84095
Telephone: (801) 253-1600
(Address of Principal Executive Offices, including Zip Code)

Merit Medical Systems, Inc.
401(k) Profit Sharing Plan
(Full title of the plan)

Kent W. Stanger
Chief Financial Officer
Merit Medical Systems, Inc.
1600 West Merit Parkway
South Jordan, Utah 84095
(801) 253-1600
(Name, address and telephone number, including area code, of agent for service)

Copy to:

Brian G. Lloyd
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
(801) 532-7840

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer x
Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee(2)
Common Shares, no par value	2,000,000[3]	$24.88	$49,750,000.00	$5,780.95

(1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of the common stock of Merit Medical Systems, Inc. (the "Registrant") that become issuable under the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan, as amended (the "Plan") by reason of any stock dividend, stock split, recapitalization or other similar transaction. In addition, pursuant to Rule 416(c) under the Securities Act, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plan described herein.

(2) Estimated in accordance with Rules 457 (c) and (h) promulgated under the Securities Act of 1933, as amended, based on a price of $24.88 per share, which is the average of the high and low price per share of the Registrant's common stock, as reported on the Nasdaq National Market on August 7, 2015.

(3) Represents 2,000,000 additional shares of the Registrant's common stock that may be acquired by participants under the Plan. Shares available for issuance under the Plan were initially registered on a Registration Statement on Form S-8 filed with the Securities and Exchange Commission on April 3, 1992 (File No. 33-46964).

EXPLANATORY NOTE

This Registration Statement on Form S-8 (this "Registration Statement") is being filed to register additional securities of the same class as other securities for which previously filed registration statements on Form S-8 relating to the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (the "401(k) Plan") are effective.

Pursuant to General Instruction E to Form S-8, this Registration Statement incorporates by reference the contents of (i) the Registration Statement on Form S-8 (Registration No. 33-46964) filed by Merit Medical Systems, Inc. (the "Company") with the Securities and Exchange Commission (the "Commission") with respect to the 401(k) Plan on April 3, 1992, including all attachments and exhibits thereto, and (ii) the Registration Statement on Form S-8 (Registration No. 333-129267) filed by Merit Medical Systems, Inc. (the "Company") with the Securities and Exchange Commission (the "Commission") with respect to the 401(k) Plan on October 27, 2005, including all attachments and exhibits thereto, to the extent not otherwise amended or superseded by the contents hereof.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Commission are hereby incorporated herein by reference:

(1) The Registrant's Annual Report on Form 10-K for the year ended December 31, 2014;

(2) The Registrant's Quarterly Reports on Form 10-Q for the quarters ended March 31 and June 30, 2015;

(3) The Registrant's Current Reports on Form 8-K or 8-K/A filed with the Commission on February 24, 2015, March 5, 2015, April 20, 2015, April 23, 2015, May 4, 2015, May 28, 2015, July 21, 2015, and July 23, 2015;

(4) The Plan's Annual Report on Form 11-K filed with the Commission on June 26, 2015; and

(4) The description of the Common Stock contained in the Registrant's Registration Statement on Form 8-A filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold, shall be deemed to be

incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein (or in any other subsequently filed document which is also incorporated by reference herein) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed to constitute a part hereof except as so modified or superseded.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers

The Registrant is a Utah corporation. Section 16-10a-902 of the Utah Revised Business Corporation Act (the "Revised Act") provides that a corporation may indemnify any individual who was, is, or is threatened to be made a named defendant or respondent (a "Party") in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (a "Proceeding"), because he or she is or was a director of the corporation or, while a director of the corporation, is or was serving at its request as a director, officer, partner, trustee, employee, fiduciary or agent of another corporation or other person or of an employee benefit plan (an "Indemnifiable Director"), against any obligation incurred with respect to a Proceeding, including any judgment, settlement, penalty or fine, or reasonable expenses (including attorneys' fees), incurred in the Proceeding if his or her conduct was in good faith and he or she reasonably believed that his or her conduct was in, or not opposed to, the best interests of the corporation, and, in the case of any criminal Proceeding, he or she had no reasonable cause to believe such conduct was unlawful; provided, however, that pursuant to Subsection 902(4), the corporation may not indemnify an Indemnifiable Director in connection with a Proceeding by or in the right of the corporation in which the Indemnifiable Director was adjudged liable to the corporation, or in connection with any other Proceeding charging that the Indemnifiable Director derived an improper personal benefit, whether or not involving action in his or her official capacity, in which Proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit. Indemnification under Section 902 in connection with a Proceeding by or in the right of the corporation is limited to payment of reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding

Section 16-10a-903 of the Revised Act provides that, unless limited by its articles of incorporation, a corporation shall indemnify an Indemnifiable Director who was successful, on the merits or otherwise, in the defense of any Proceeding, or in the defense of any claim, issue or matter in the Proceeding, to which he or she was a Party because he or she is or was an Indemnifiable Director of the corporation, against reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding or claim with respect to which he or she has been successful.

In addition to the indemnification provided by Sections 902 and 903, Section 16-10a-905 of the Revised Act provides that, unless otherwise limited by a corporation's articles of incorporation, an Indemnifiable Director may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction.

Section 16-10a-904 of the Revised Act provides that a corporation may pay for or reimburse the reasonable expenses (including attorneys' fees) incurred by an Indemnifiable Director who is a Party to a Proceeding in advance of the final disposition of the Proceeding, upon the satisfaction of certain conditions.

Section 16-10a-907 of the Revised Act provides that, unless a corporation's articles of incorporation provide otherwise, (i) an officer of the corporation is entitled to mandatory indemnification under Section 903 and is entitled to apply for court-ordered indemnification under Section 905, in each case to the same extent as an Indemnifiable Director, (ii) the corporation may indemnify and advance expenses to an officer, employee, fiduciary or agent of the corporation to the same extent as an Indemnifiable Director, and (iii) a corporation may also indemnify and advance expenses to an officer, employee, fiduciary or agent who is not an Indemnifiable Director to a greater extent than the right of indemnification granted to an Indemnifiable Director, if not inconsistent with public policy, and if provided for by its articles of incorporation, bylaws, general or specific action of its board of directors, or contract.

The Registrant's Amended and Restated Bylaws (the "Bylaws") provide that, subject to the limitations described below, the Registrant shall indemnify any individual made party to a proceeding because he or she is or was one of its directors

or officers against liability incurred in the proceeding, but only if the Registrant has authorized the payment in accordance with Sections 16-10a-902, 16-10a-904, 16-10a-906 and 16-10a-907 of the Revised Act, and a determination has been made in accordance with the procedures set forth in such provisions that the director or officer conducted himself or herself in good faith; that he or she reasonably believed that his or her conduct, if in his or her official capacity with the Registrant, was in the Registrant's best interests and that his or her conduct, in all other cases, was at least not opposed to the Registrant's best interests; and, in the case of any criminal proceeding, he or she had no reasonable cause to believe such conduct was unlawful. The Registrant may not, however, voluntarily extend such indemnification to an officer or director in connection with a proceeding by the Registrant or in its right in which such officer or director was adjudged liable to the Registrant, or in connection with any other proceeding charging that such person derived an improper personal benefit, whether or not involving action in his or her official capacity, in which proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit. Notwithstanding the foregoing, the Bylaws provide that, unless otherwise provided in the Registrant's Articles of Incorporation, as amended (the "Amended Articles"), the Registrant shall indemnify an officer or director who was wholly successful, on the merits or otherwise, in the defense of any proceeding or the defense of any claim, issue or matter in the proceeding to which the officer or director was a party because he or she is or was one of the Registrant's directors or officers against reasonable expenses that he or she incurred in connection with the proceeding or claim with respect to which he or she was successful. The Amended Articles do not limit the Registrant's authority to provide such indemnification. The Bylaws also provide that if a determination is made by the Registrant that the officer or director has satisfied the requirements set forth in the Bylaws and the applicable statutory provision, then, unless otherwise provided in the Amended Articles, the Registrant shall pay for or reimburse the reasonable expenses incurred by an officer or director who is party to a proceeding in advance of final disposition of the proceeding if (i) the officer or director furnishes to the Registrant a written affirmation of a good faith belief that he or she has met the applicable standard of conduct under the Bylaws and applicable law necessary for indemnification, (ii) the officer or director furnishes to the Registrant a written undertaking to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct, and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification pursuant to the Bylaws and applicable law. The Amended Articles do not limit the Registrant's authority to reimburse such reasonable expenses. The Bylaws also provide that any indemnification or advancement of expenses provided thereby shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any articles of incorporation, bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

The Bylaws also provide that, unless otherwise limited by the Amended Articles, a director or officer who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. The court may order indemnification if it determines that the director or officer is entitled to mandatory indemnification as provided in the Bylaws and applicable law, in which case the court shall also order the Registrant to pay the reasonable expenses incurred by the director or officer to obtain court-ordered indemnification. The court may also order indemnification if it determines that the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director or officer met the applicable standard of conduct set forth in the Bylaws and applicable law. Any indemnification with respect to any proceeding in which the officer or director was adjudged liable to the Registrant or in connection with any other proceeding charging the officer or director with the receipt of an improper personal benefit, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, is limited to reasonable expenses.

The Bylaws also provide that, unless otherwise provided in the Amended Articles, an incorporator, employee, fiduciary, or agent of the Registrant performing acts in furtherance of the business of the Registrant shall have substantially the same indemnification as provided to a director or officer in accordance with the conditions set forth in the Bylaws. With respect to the advancement of expenses and other relief, the Registrant's Board of Directors may, but shall not be required to, advance expenses to any such incorporator, employee, fiduciary, or agent of the Registrant, to any extent consistent with public policy and as provided for by the Amended Articles, the Bylaws, general or specific action of the Registrant's Board of Directors, or contract.

Utah law permits director liability to be eliminated in accordance with Section 16-10a-841 of the Revised Act, which provides that the liability of a director to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action, as a director, may be limited or eliminated by the corporation except for liability for (i) the amount of financial benefit received by a director to which he or she is not entitled; (ii) an intentional infliction of harm on the corporation or its shareholders; (iii) a violation of Section 16-10a-842 of the Revised Act, which prohibits unlawful distributions by a corporation to its shareholders; or (iv) an intentional violation of criminal law. Such a provision may appear either in a corporation's articles of incorporation or bylaws; however, to be effective, such a provision must be approved by the corporation's shareholders.

The Amended Articles provide that the personal liability of any director to the Registrant or to its shareholders for monetary damages for any action taken or the failure to take any action, as a director, is eliminated to the fullest extent permitted by Utah law.

The Bylaws provide that the Registrant may purchase and maintain insurance on behalf of any person who is or was one of the Registrant's incorporators, directors, officers, employees, fiduciaries or agents, or is or was serving at the Registrant's request as a director, officer, employee, fiduciary or agent of another corporation or other person, or of an employee benefit plan, against liability asserted against or incurred by him or her in such capacity or arising out of his or her status in such capacity, whether or not the Registrant would have the power to indemnify him or her against such liability under applicable law. The Registrant maintains insurance from commercial carriers against certain liabilities that may be incurred by its directors and officers.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description
4. 1	Articles of Incorporation of the Company, as amended and restated (1)
4. 2	Amended and Restated Bylaws of Merit Medical Systems, Inc. (2)
4. 3	Articles of Amendment of the Articles of Incorporation dated May 14, 1993 (3)
4. 4	Articles of Amendment to Articles of Incorporation dated June 6, 1996 (3)
4. 5	Articles of Amendment to Articles of Incorporation dated June 12, 1997 (3)
4. 6	Articles of Amendment to the Articles of Incorporation dated May 22, 2003 (3)
4. 7	Articles of Amendment to the Articles of Incorporation of Merit Medical Systems, Inc., dated May 23, 2008 (4)
4. 8	Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan(5)
4. 9	First Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 10	Second Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 11	Third Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 12	Fourth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 13	Fifth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 14	Sixth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 15	Seventh Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (7)
4. 16	Eighth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
5. 1	Opinion of Parr Brown Gee & Loveless as to the legality of the securities being registered (6)
23. 1	Consent of Deloitte & Touche LLP (6)
23. 2	Consent of Parr Brown Gee & Loveless (included in Item 5.1 above).
24. 1	Power of Attorney (included on signature page of this Registration Statement).

(1) Incorporated by reference to Exhibit 1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 1996, filed on August 14, 1996.
(2) Incorporated by reference to Exhibit 3.2 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2011, filed on February 29, 2012.
(3) Incorporated by reference to Exhibits 4.3, 4.4, 4.5, and 4.7, respectively, to the Registrant's Registration

Statement on Form S-3, filed on February 14, 2005 (File No. 333-122803).
(4) Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on May 28, 2008.
(5) Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on January 7, 2010.
(6) Filed herewith.
(7) Incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, filed on August 11, 2014.

Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (1)(i) and (1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) If the Registrant is relying on Rule 430B:

(A) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B,

for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(ii) If the Registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the Registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this Registration Statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communication, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant’s annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefits plan’s annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that, in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Salt Lake City, State of Utah, on August 11, 2015.

MERIT MEDICAL SYSTEMS, INC.

/s/ Fred P. Lampropoulos

Fred P. Lampropoulos
Chairman of the Board, President and Chief Executive Officer

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons on behalf of the Registrant in the capacities and on the date indicated. Each person whose signature to this registration statement appears below hereby constitutes and appoints Fred P. Lampropoulos and Kent W. Stanger, and each of them, as his true and lawful attorney-in-fact and agent, with full power of substitution, to sign on his behalf individually and in the capacity stated below and to perform any acts necessary to be done in order to file (i) any and all amendments and post-effective amendments to this registration statement, and any and all exhibits, instruments or documents filed as part of or in connection with this registration statement or the amendments thereto and (ii) a registration statement and any and all amendments thereto, relating to the offering covered hereby filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, and each of the undersigned does hereby ratify and confirm all that said attorneys-in-fact and agents, or their substitutes, shall do or cause to be done by virtue hereof.

Signature	Title	Date
/s/ Fred P. Lampropoulos Fred P. Lampropoulos	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	August 11, 2015
/s/ Kent W. Stanger Kent W. Stanger	Chief Financial Officer, Secretary, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)	August 11, 2015
/s/ A. Scott Anderson A. Scott Anderson	Director	August 11, 2015
/s/ Richard W. Edelman Richard W. Edelman	Director	August 11, 2015
/s/ Nolan E. Karras Nolan E. Karras	Director	August 11, 2015
/s/ Franklin J. Miller, M.D. Franklin J. Miller, M.D.	Director	August 11, 2015
/s/ F. Ann Millner F. Ann Millner	Director	August 11, 2015
/s/ Michael E. Stillabower, M.D. Michael E. Stillabower, M.D.	Director	August 11, 2015

MERIT MEDICAL SYSTEMS, INC.

EXHIBIT INDEX

Exhibit Number	Description
4. 1	Articles of Incorporation of the Company, as amended and restated (1)
4. 2	Amended and Restated Bylaws of Merit Medical Systems, Inc. (2)
4. 3	Articles of Amendment of the Articles of Incorporation dated May 14, 1993 (3)
4. 4	Articles of Amendment to Articles of Incorporation dated June 6, 1996 (3)
4. 5	Articles of Amendment to Articles of Incorporation dated June 12, 1997 (3)
4. 6	Articles of Amendment to the Articles of Incorporation dated May 22, 2003 (3)
4. 7	Articles of Amendment to the Articles of Incorporation of Merit Medical Systems, Inc., dated May 23, 2008 (4)
4. 8	Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan(5)
4. 9	First Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 10	Second Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 11	Third Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 12	Fourth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 13	Fifth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 14	Sixth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
4. 15	Seventh Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (7)
4. 16	Eighth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (6)
5. 1	Opinion of Parr Brown Gee & Loveless as to the legality of the securities being registered (6)
23. 1	Consent of Deloitte & Touche LLP (6)
23. 2	Consent of Parr Brown Gee & Loveless (included in Item 5.1 above).
24. 1	Power of Attorney (included on signature page of this Registration Statement).

(1) Incorporated by reference to Exhibit 1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 1996, filed on August 14, 1996.
(2) Incorporated by reference to Exhibit 3.2 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2011, filed on February 29, 2012.
(3) Incorporated by reference to Exhibits 4.3, 4.4, 4.5, and 4.7, respectively, to the Registrant's Registration Statement on Form S-3, filed on February 14, 2005 (File No. 333-122803).
(4) Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on May 28, 2008.
(5) Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on January 7, 2010.
(6) Filed herewith.
(7) Incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, filed on August 11, 2014.
(8) Filed herewith.

Exhibit 4.9

FIRST AMENDMENT
TO THE SECOND RESTATEMENT OF THE
MERIT MEDICAL SYSTEMS, INC. 401(k) PROFIT SHARING PLAN

This First Amendment to the Second Restatement of the Medical Systems, Inc. 401(k) Profit Sharing Plan (the "Plan") is adopted effective as of September 19, 2010 by Merit Medical Systems, Inc. (the "Employer") as principal sponsor of the Plan.

WHEREAS, the Employer maintains the Plan for the benefit of its employees and the employees of its participating subsidiaries; and

WHEREAS, the Employer acquired all of the stock of Biosphere Medical, Inc. effective September 10, 2010; and

WHEREAS, it is necessary and desirable to amend the Plan's definition of "Associated Employer" to include Biosphere Medical, Inc. such that the employees of Biosphere Medical Inc. can commence participation in the Plan effective for payroll periods beginning on and after September 19, 2010; and

WHEREAS, the Employer has reserved the right to amend the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Paragraph 6 of Article I of the Plan document, the definition of "Associated Employer," is amended to add the following sentence at the end thereof:

"Effective September 19, 2010, the Associated Employers that have adopted the Plan also include Biosphere Medical, Inc."

2. Except as provided above, the Plan is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Employer has caused this First Amendment to the Second Restatement of the Plan to be executed this 30th day of September, 2010.

MERIT MEDICAL SYSTEMS, INC.

By: /s/ Rashelle Perry
Name: Rashelle Perry
Its: Chief Legal Officer

Exhibit 4.10

SECOND AMENDMENT
TO THE SECOND RESTATEMENT OF THE
MERIT MEDICAL SYSTEMS, INC. 401(k) PROFIT SHARING PLAN

This Second Amendment to the Second Restatement of the Medical Systems, Inc. 401(k) Profit Sharing Plan (the "Plan") is adopted effective by Merit Medical Systems, Inc. (the "Employer") as principal sponsor of the Plan.

WHEREAS, the Employer maintains the Plan for the benefit of its employees and the employees of its participating subsidiaries; and

WHEREAS, it is necessary and desirable to amend the Plan to comply with certain requirements of the Heroes Earnings Assistance and Tax Relief Act of 2008 that became effective in 2010 and make certain other changes; and

WHEREAS, the Employer has reserved the right to amend the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Article II F of the Plan document is amended to add the following sentences at the end thereof effective January 1, 2010:

"Without limiting the foregoing, to the extent required by Section 414(u)(12) of the Code, if the Employer makes a "differential wage payment" within the meaning of Code Section 414(u)(12)(D) to a Participant on qualifying military leave, the Participant will be considered actively employed by the Employer during the period for which such payments are made and the payments shall be considered compensation for all purposes of the Plan. Additionally, in the case of a Participant who dies while performing "qualified military service" as defined in Section 414(u) of the Code, the Beneficiaries of the Participant shall be entitled to any additional vesting and other benefits the Participant would have received had the Participant resumed and then terminated employment on account of death."

2. Section (d) of Article IV E 2 and Section (f) of Article IV E 3 are hereby eliminated effective January 1, 2008.

3. Except as provided above, the Plan is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Employer has caused this Second Amendment to the Second Restatement of the Plan to be executed this 29th day of November, 2010.

MERIT MEDICAL SYSTEMS, INC.

By: /s/ Rashelle Perry
Name: Rashelle Perry
Its: Chief Legal Officer

Exhibit 4.11

THIRD AMENDMENT
TO THE SECOND RESTATEMENT OF THE
MERIT MEDICAL SYSTEMS, INC. 401(k) PROFIT SHARING PLAN

This Third Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (the "Plan") is adopted effective as of October 1, 2010, by Merit Medical Systems, Inc. (the "Employer") as principal sponsor of the Plan.

WHEREAS, the Employer maintains the Plan for the benefit of its employees and the employees of its participating subsidiaries; and

WHEREAS, the Employer acquired all of the stock of BioSphere Medical, Inc. ("BioSphere") effective September 10, 2010; and

WHEREAS, by that certain First Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan the Employer amended the Plan's definition of "Associated Employer" to include BioSphere, such that the employees of BioSphere could commence participation in the Plan effective for payroll periods beginning on and after September 19, 2010; and

WHEREAS, the Employer allowed certain employees of BioSphere to commence participation in the Plan effective October 1, 2010 (the "Participating BioSphere Employees"); and

WHEREAS, the Plan requires that an Employee may not participate in the Plan until the date on which he or she completes ninety (90) days of continuous employment within the eligible class of the Employer, as set forth in Article II.B.2 of the Plan; and

WHEREAS, the Employer finds that it is necessary and desirable to amend the Plan to address the participation commencement date of the Participating BioSphere Employees in the Plan; and

WHEREAS, the Employer further finds it necessary and desirable to amend the Plan to allow Participants to borrow from Roth Elective Deferral Accounts and from Non-Qualified Matching Contribution Accounts, in addition to the accounts from which Participants may currently borrow under the provisions of the Plan; and

WHEREAS, the Employer has reserved the right to amend the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Effective as of October 1, 2010, the ninety (90) day service requirement set forth in Article II.B.2 of the Plan is deemed satisfied with regard to those Participating BioSphere Employees who had completed at least ninety (90) days of continuous service with BioSphere through October 1, 2010.

2. Effective as of January 1, 2011, Article XII.A of the Plan is deleted in its entirety and replaced with the following:

"A. Right to Borrow. A Participant may borrow from his Elective Deferral Account, Transfer Account, Non-Qualified Matching Contribution Account, and Roth Elective Deferral Account an amount not to exceed his Vested Benefit, subject to the approval by the Administrator of the loan. Upon its approval of a loan to a Participant, the Administrator shall direct the Trustee to make the loan to the Participant in the amount and upon the terms approved, with all of the terms of any such loan to be set forth in the Administrator's directions to the Trustee."

3. Except as provided above, the Plan is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Employer has caused this Third Amendment to the Second Restatement of the Plan to be executed this 26th day of August, 2011.

MERIT MEDICAL SYSTEMS, INC.

By: /s/ Rashelle Perry
Name: Rashelle Perry
Its: Chief Legal Officer

Exhibit 4.12

FOURTH AMENDMENT
TO THE SECOND RESTATEMENT OF THE
MERIT MEDICAL SYSTEMS, INC. 401(k) PROFIT SHARING PLAN

This Fourth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (the "Plan") is adopted by Merit Medical Systems, Inc. (the "Employer") as principal sponsor of the Plan.

WHEREAS, the Employer maintains the Plan for the benefit of its employees and the employees of its participating subsidiaries; and

WHEREAS, in connection with the issuance of an updated determination letter with respect to the Plan the Internal Revenue Service has requested certain changes to the Plan document; and

WHEREAS, the Employer is wishes to make such changes and has reserved the right to amend the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows effective January 1, 2002:

1. Clauses (a) and (b) of Article XVI A 8 of the Plan document, the definition of "Top-Heavy Ratio," are amended to read as follows:

"(a) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer has not maintained any defined benefit plan, the Top-Heavy Ratio for this Plan alone or for the Required or Permissive Aggregation Group, as appropriate, is a fraction, (i) the numerator of which is the sum of the account balances of all Key Employees as of the Determination Date; and (ii) the denominator of which is the sum of all account balances of all Employees as of the Determination Date. Both the numerator and denominator of the Top-Heavy Ratio shall be increased to the extent required under Section 416 of the Code to reflect any contribution which is due, but unpaid as of the Determination Date. Additionally, for purposes of computing the Top-Heavy Ratio: (i) the account balances of all Employees shall be deemed to include and shall take into account all distributions made during the one-year period ending on the Determination Date (or during the five-year period ending on the Determination Date if such distribution is not on account of separation from employment, death or disability), but (ii) the account balances of any individual who has not performed services for an Employer within the one-year period ending on the Determination Date shall be disregarded.

(b) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer also maintains or has maintained one or more defined benefit plans, the Top-Heavy Ratio is a fraction, the numerator of which is the sum of the account balances under the defined contribution plans for all Key Employees, determined in accordance with Article XVI A 8(a) above, and the present value of accrued benefits under the aggregated defined benefit plans for all Key Employees, as of the Determination Dates, and the denominator of which is the sum of the account balances under the aggregated defined contribution plans for all Employees, determined in accordance with Article XVI A 8(a) above, and the present value of accrued benefits under the defined benefit plans for all Employees as of the Determination Date. In applying this clause (b), both the numerator and denominator of the Top-Heavy Ratio are increased for any distribution of an account balance or an accrued benefit made in the one-year period ending on the Determination Date (or during the five-year period ending on the determination date if such distribution is not on account of separation from employment, death or disability). Also, in applying this clause (b), the account balances and accrued benefits of any individual who has not performed services for an Employer within the one-year period ending on the Determination Date shall be disregarded."

2. Except as provided above, the Plan is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Employer has caused this Fourth Amendment to the Second Restatement of the Plan to be executed this 31st day of December, 2011.

MERIT MEDICAL SYSTEMS, INC.

By: /s/ Rashelle Perry
Name: Rashelle Perry
Its: Chief Legal Officer

Exhibit 4.13

FIFTH AMENDMENT
TO THE SECOND RESTATEMENT OF THE
MERIT MEDICAL SYSTEMS, INC. 401(k) PROFIT SHARING PLAN

This Fifth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (the "Plan") is adopted by Merit Medical Systems, Inc. (the "Employer") as principal sponsor of the Plan.

WHEREAS, the Employer maintains the Plan for the benefit of its employees and the employees of its participating subsidiaries; and

WHEREAS, on December 19, 2012, the Employer acquired all of the issued and outstanding stock of Thomas Medical Products, Inc. ("Thomas Medical"); and

WHEREAS, the Employer wishes to amend the Plan to address the participation of former Thomas Medical employees in the Plan and to grant prior service credit to Thomas Medical employees for purposes of vesting under the Plan; and

WHEREAS, the Employer has reserved the right to amend the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows effective December 19, 2012:

1. Section 64(b) of Article I of the Plan document, the definition of "Years of Service," is amended to add the following sentence at the end thereof:

"In the case of any person who becomes an Employee as a result of directly transferring his or her employment from Thomas Medical Properties, Inc. to Merit Medical Systems, Inc. between December 19, 2012 and March 31, 2013 (including a transfer of employment resulting from a merger of Thomas Medical Properties, Inc. with and into Merit Medical Systems, Inc.), such Employee's Hours of Service and periods of continuous prior service with Thomas Medical Properties, Inc. immediately prior to such transfer of employment shall be considered Hours of Service and periods of service with Merit Medical Systems, Inc. in computing Years of Service."

2. Article II B of the Plan document, relating to eligibility, is amended to add new subsection 3 to read as follows:

"3. Any provision herein to the contrary notwithstanding, any person who becomes an Employee as a result of directly transferring his or her employment from Thomas Medical Properties, Inc. to Merit Medical Systems, Inc. between December 19, 2012 and March 31, 2013 (including a transfer of employment resulting from a merger of Thomas Medical Properties, Inc. with and into Merit Medical Systems, Inc.) shall be eligible to participate in the Plan commencing on the later of January 1, 2013 or the date he or she becomes an Employee of Merit Medical Systems, Inc. and shall not be required to satisfy the otherwise applicable 90-days of service requirement for Plan participation."

3. Except as provided above, the Plan is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Employer has caused this Fifth Amendment to the Second Restatement of the Plan to be executed this 28th day of December, 2012.

MERIT MEDICAL SYSTEMS, INC.

By: /s/ Rashelle Perry
Name: Rashelle Perry
Its: Chief Legal Officer

Exhibit 4.14

SIXTH AMENDMENT
TO THE SECOND RESTATEMENT OF THE
MERIT MEDICAL SYSTEMS, INC. 401(k) PROFIT SHARING PLAN

This Sixth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (the "Plan") is adopted by Merit Medical Systems, Inc. (the "Employer") as principal sponsor of the Plan.

WHEREAS, the Employer maintains the Plan for the benefit of its employees and the employees of its participating subsidiaries; and

WHEREAS, the Employer wishes to amend the Plan to allow the use of forfeitures to pay Plan administrative expenses and modify the Plan's definition of "Spouse," and;

WHEREAS, the Employer has reserved the right to amend the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows effective January 1, 2013:

1. Article IV D of the Plan document, dealing with the allocation of Forfeitures, is amended to read in its entirety as follows effective January 1, 2013:

"D. Forfeitures.

1. All Forfeitures from Regular Accounts shall be: (a) first applied to pay Plan administrative expenses for the Plan Year of forfeiture or succeeding Plan Year, to the extent directed by the Administrator; (b) second, applied to reinstate previously forfeited account balances under Article V D 2 below; and (c) third, the remainder, allocated as additional Profit Sharing Contributions under Article IV C above for the Plan Year of following the Plan year of forfeiture.

2. Forfeitures from Non-Qualified Matching Contribution Accounts shall be: (a) first, applied to pay Plan administrative expenses for the Plan Year of forfeiture or succeeding Plan Year, to the extent directed by the Administrator; (b) second, applied to reinstate previously forfeited account balances under Article V D 2 below; and (c) third, the remainder, allocated as part of the Employer's Non-Qualified Matching Contribution for the Plan Year following the year of forfeiture (and in succeeding Plan Years, if necessary, until exhausted)."

2. Section 53 of Article I of the Plan document, defining "Spouse," is amended to read as follows:

"53. Spouse. For all purposes under the Plan, a Participant's "Spouse" shall mean the person to whom a Participant is recognized as legally married under the law of the state or foreign jurisdiction in which the Participant was married, but only if such person also qualifies as the Participant's "Spouse" for purposes of Sections 401(a)(11) and 402(c)(9) of the Code. A Participant's "surviving spouse" means the person who was the Participant's Spouse immediately prior to the time of the Participant's death."

IN WITNESS WHEREOF, the Employer has caused this Sixth Amendment to the Second Restatement of the Plan to be executed this 31st day of December, 2013.

MERIT MEDICAL SYSTEMS, INC.

By: /s/ Rashelle Perry
Name: Rashelle Perry
Its: Chief Legal Officer

Exhibit 4.15

EIGHTH AMENDMENT
TO THE SECOND RESTATEMENT OF THE
MERIT MEDICAL SYSTEMS, INC. 401(k) PROFIT SHARING PLAN

This Eighth Amendment to the Second Restatement of the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (the "Plan") is adopted by Merit Medical Systems, Inc. (the "Employer") as principal sponsor of the Plan.

WHEREAS, the Employer maintains the Plan for the benefit of its employees and the employees of its participating subsidiaries; and

WHEREAS, the Plan currently provides for the application of the ADP and ACP tests using the "prior year" method; and

WHEREAS, the Employer wishes to amend the Plan to apply the ADP and ACP tests using the "current year" testing method for Plan Years commencing on or after January 1, 2014; and

WHEREAS, the Employer has reserved the right to amend the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows effective January 1, 2014:

1. The first paragraph of Article III B 4 of the Plan document, along with Article III B 4 (a) and Article III B 4 (b) (1), dealing with nondiscrimination testing of average deferrals, is amended to read in its entirety as follows effective January 1, 2014:

"4. The following limitation ("ADP Test") shall apply to the Plan each Plan Year. For Plan Years beginning on or after January 1, 2014, the Plan shall apply the ADP Test using the "current year" testing method and in accordance with the requirements and limitations of Regulation Sections 1.401(k)-1(b)(1)(ii)(A) and 1.401(k)-2, the provisions of which are hereby incorporated by reference. With respect to Plan Years ending prior to 2014, the Plan used the "prior year" testing method.

(a) The ADP for a Plan Year commencing on or after January 1, 2014 of the Participants who are Highly Compensated Employees for the Plan Year shall not exceed the greater of (1) or (2) as follows:

(1) One hundred twenty-five percent (125%) of the ADP for the current Plan Year of all Participants who were Non-Highly Compensated Employees for the current Plan Year, or

(2) Two hundred percent (200%) of the ADP for the current Plan Year of all Participants who were Non-Highly Compensated Employees for the current Plan Year; provided, however, that the ADP for the Plan Year for the Participants who are Highly Compensated Employees may not exceed the ADP for the current Plan Year of the Participants who were Non-Highly Compensated Employees for the Plan Year by more than two (2) percentage points.

(b) For purposes of this Article III B 4, the following special rules shall apply:

(1) In the event that this Plan satisfies the requirements of Sections 401(k), 401(a)(4), or 410(b) of the Code only if aggregated with one or more other Plans, or if one or more other Plans satisfy those requirements of the Code only if aggregated with this Plan, then this Article III B 4 shall be applied by determining the ADP of Employees as if all such Plans were a single plan. Any adjustments to Non-Highly Compensated Employee ADP for the current Plan Year will be made in accordance with IRS guidance. Plans may only be aggregated to satisfy Code Section 401(k) if they have the same Plan Year and use the same ADP testing method."

2. The first paragraph of Article III B 5 of the Plan document, along with Article III B 5 (a) and Article III B 5 (c) (2), dealing with nondiscrimination testing of average contributions, is amended to read in its entirety as follows effective January 1, 2014:

"5. The following limitation ("ACP Test") shall apply to the Plan each Plan Year. For Plan Years commencing on or after January 1, 2014, the Plan shall apply the ACP Test using the "current year" testing method and in accordance with the requirements and limitations of Regulation Sections 1.401(m)-1(b)(i) and 1.401(m)-2, the provisions of which are hereby incorporated by reference. With respect to Plan Years ending prior to 2014, the Plan used the "prior year" testing method.

(a) The ACP for a Plan Year commencing on or after January 1, 2014 of the Participants who are Highly Compensated Employees for the Plan Year shall not exceed the greater of (1) or (2) as follows:

(1) One hundred twenty-five percent (125%) of the ACP for the current Plan Year for the Participants who were Non-Highly Compensated Employees for such current Plan Year, or

(2) Two hundred percent (200%) of the ACP for the current Plan Year of the Participants who were Non-Highly Compensated Employees for such current Plan Year; provided, however, that the ACP for the current Plan Year of the Participants who are current Plan Year Highly Compensated Employees may not exceed the ACP for the current Plan Year of the Participants who were Non-Highly Compensated Employees for the current Plan Year by more than two (2) percentage points.

* * *

(c) For purposes of this Article III B 5, the following special rules apply:

* * *

(2) In the event that this Plan satisfies the requirements of Sections 401(m), 401(a)(4) or 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy these requirements of the Code only if aggregated with this Plan, this Article III B 5 shall be applied by determining the Contribution Percentage Amounts of Employees as if all those plans were a single plan. Any adjustments to Non-Highly Compensated Employee ACP for the current Plan Year will be made in accordance with IRS guidance. Plans may be aggregated in order to satisfy Section 401(m) of the Code only if they have the same Plan Year, and use the same ACP Testing method."

IN WITNESS WHEREOF, the Employer has caused this Eighth Amendment to the Second Restatement of the Plan to be executed this 29th day of December, 2014.

MERIT MEDICAL SYSTEMS, INC.

By: /s/ Rashelle Perry
Name: Rashelle Perry
Its: Chief Legal Officer

Exhibit 5.1

[PARR BROWN GEE & LOVELESS Letterhead]

August 11, 2015

Merit Medical Systems, Inc.
1600 West Merit Parkway
South Jordan, Utah 84095

Re: Registration Statement on Form S-8 filed by Merit Medical Systems, Inc. (the "Company") with respect to the Merit Medical Systems, Inc. 401(k) Profit Sharing Plan (the "Plan")

Ladies and Gentlemen:

We refer you to the Company's Registration Statement on Form S-8 (the "Registration Statement") to be filed under the Securities Act of 1933, as amended, for registration of an additional 2,000,000 shares of common stock, no par value, of the Company (the "Common Shares") that may be sold by the Plan to Plan participants. When sold by the Plan to Plan Participants in accordance with the provisions of the Plan, including the payment of the purchase price to the Plan, and pursuant to this Registration Statement, the Common Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Parr Brown Gee & Loveless

PARR BROWN GEE & LOVELESS

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 5, 2015, relating to the financial statements and financial statement schedule of Merit Medical Systems, Inc., (the "Company") and the effectiveness of the Company's internal control over financial reporting appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2014 and our report dated June 26, 2015 appearing in the Annual Report on Form 11-K of Merit Medical Systems, Inc. 401(k) Profit Sharing Plan for the year ended December 31, 2014.

/s/ Deloitte & Touche LLP

Salt Lake City, Utah

August 11, 2015