WAIVER OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity:_____

_____

_____

Activity Date(s) and Time(s): _____

Activity Location(s): _____

In consideration for being allowed to participate in the above-referenced Activity, on behalf of myself and my next of kin, heirs, representatives, and assigns, I hereby **release, waive, and discharge from all liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, California State University San Marcos and their employees, officers, directors, volunteers and agents (collectively the "University") from any and all liabilities or claims, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, property loss, or economic or emotional loss I may suffer because of my participation in the Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the Activity, including any associated use of University facilities or premises and any travel to, from and/or during the Activity.**

I agree to **indemnify and hold** the University **harmless** from any and all claims, actions, suits, costs, expenses, and liabilities for any injuries to myself and for any damage to my property or possessions that arise out of or arise from my participation in the Activity, including any injury or damage that occurs during the use of University facilities or premises and any travel to, from and/or during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in the Activity, including travel to, from and during the Activity.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

[In the event that any foreign language translation of this document has been attached hereto by the University, the English language version of this document shall be the authoritative version. The English language version shall be controlling in all respects and shall prevail in case of any inconsistency with the translated version].

I have read this document in its entirety, fully understand its terms, and acknowledge that I am signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to me.

Participant Signature: _____

Participant Name (print):_____Date: _____

If the Participant is under 18 years old:

I, the parent/legal guardian of the Participant identified above hereby agree to all of the above on behalf of the Participant

Parent/Guardian Name (print):_____

Parent/Guardian Signature:_____Date: _____