

Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO SANTOS MANUEL STUDENT UNION  
ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

In consideration of the use of the property, facilities, and/or services of the California State University, San Bernardino Santos Manuel Student Union including its Recreation and Wellness Center (CSUSB Santos Manuel Student Union) participating or sponsoring recreation and wellness programs, including any travel related thereto, the undersigned agrees as follows:

**1. RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment, facilities, and services provided by CSUSB Santos Manuel Student Union programs and any other programs and services sponsored by CSUSB Santos Manuel Student Union involves risks such as, but not limited to, the following which might result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care: **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH.**

**2. ASSUMPTION OF THE RISK.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE PROPERTY, EQUIPMENT, SERVICES, OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in section 1 above.

**3. ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.

**4. PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary to properly and safely use the equipment and facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or participate in the activity itself, then they shall direct such questions to the appropriate staff member on-site.

**ITEMS 1-4: Initials \_\_\_\_\_**

**5. RELEASE.** The undersigned **RELEASES** CSUSB Santos Manuel Student Union, the State of California, the trustees of the California State University, California State University, San Bernardino, the officers, employees and agents of each other representatives in connection with the use of the property, facilities, and/or services, and discharge from any and all liability in conjunction with any claims, causes of action, injuries, damage, or cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.

**6. WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code 1542 which states: "a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

**7. INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** CSUSB Santos Manuel Student Union, the State of California, the trustees of the California State University, California State University, San Bernardino, the officers, employees and agents of each other representatives (hereinafter jointly referred to as "indemnity") of each against, and hold them harmless from any or all claims, causes of action, damage judgments, cost or expenses, including attorney fees which in any way arise from the activity or this agreement and which include but are not limited to damages to or destruction of any property of the indemnity, of any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnity, the undersigned or anyone else.

**ITEMS 5-7: Initials \_\_\_\_\_**

**8. PROPERTY DAMAGE.** The undersigned agrees to pay CSUSB Santos Manuel Student Union for any and all damages to any property or indemnity caused by the undersigned either negligently, willfully or otherwise.

**9. REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.

**10. EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

**11. INSURANCE.** The undersigned understands that the California State University, San Bernardino and its Auxiliary Organizations do not carry participant insurance. The undersigned is encouraged to have a physical examination and purchase health insurance prior to any and all participation therein.

**ITEMS 8-11: Initials \_\_\_\_\_**

**12. ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

**13. CHOICE OF LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws. The parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in the State of California for any actions, suits or proceedings arising out of or related to this Agreement. This Agreement is deemed by the parties to have been executed and delivered in San Bernardino, California.

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

**14. FORM AND VENUE.** Any dispute arising under this License shall be resolved in the Federal and State courts in and for Orange County, California, and each party hereto submits to the exclusive jurisdiction of such courts and waives any objection to the venue of such courts. Each party waives all rights to trial by jury.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CONSENT AND RELEASE ON BEHALF OF MINOR** I am the parent and/or guardian of the above-named minor. I have read and understand the agreement involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give my consent to the participation in the activity of the minor.

\_\_\_\_\_

Date \_\_\_\_\_

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Signature of Parent/Legal Guardian – Consent and Release on Behalf of the Minor