

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

This waiver is not applicable to human subjects participating in research.

Activity & Description:

Responsible PI, Faculty or Staff Member:

Participant's Name:

Activity Date(s) and Time(s):

Activity Location(s):

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs, assigns, and representatives, **I sign this release and release, waive, and discharge from all claims and liabilities known and unknown, including claims I do not know to exist in my favor under Cal. Civ. Code §1542 and promise not to sue** the State of California, the Trustees of The California State University, California State University, San Diego State University, San Diego State University Research Foundation, and their employees, officers, directors, volunteers, and agents (collectively "University") from any and all liabilities, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, infection, damages, property loss, economic loss, 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 the Activity. I am aware of the risks associated with participating in and traveling to or from this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, infection, disfigurement, temporary or permanent disability (including paralysis), property loss, 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). **I assume all related risks, both known and unknown to me, of my participation in this Activity, including travel to, from, and during the Activity, and any use of University facilities or premises.**

I agree to indemnify and hold harmless the University from any and all claims, actions, suits, costs, expenses, and liabilities including direct claims and including attorneys' fees or damages to personal property that may occur as a result of my participation in this Activity, including travel to, from, and during the Activity and any use of University facilities or premises. 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, and (c) 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. I acknowledge that I had the opportunity to ask questions and seek legal advice before signing this release.

The English version of this Release shall be the authoritative version of the Release for all purposes. In the event of a conflict between the English version and any translation of this Release, the English version shall control. This release is made in the State of California, United States of America, and shall be construed in accordance with and governed by the laws of the State of California without regard to laws governing choice of law. I agree that all actions or proceedings arising out of, resulting from, or in connection with the Activity shall be tried and litigated exclusively in the state and federal courts located in (or with jurisdiction over) the County of San Diego, California. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

I have read this document, I fully understand its terms, and acknowledge that I am signing it knowingly, 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 Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, and (c) assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I have the authority and legal right to consent on the Participant's and my own behalf, and, by signing below, I hereby consent and agree to be bound by the terms and conditions of this document.

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

Signature of Minor Participant's Parent/Guardian:

Name of Minor Participant's Parent/Guardian (Print):

Parent/Guardian phone number:

Parent/Guardian address:

Date: