

# UNIVERSITY OF SAN DIEGO AGREEMENT AND RELEASE OF LIABILITY

Participant Information:

Last Name:	First Name:	MI:
Date of Birth:		
Street Address:		
City:	State:	Zip:
Torero Experience Activity Name:	Date(s) of Torero Experience Activity:	

I, the undersigned (**and parent/guardian, if Participant is under the age of 18**), understand that this is a legally-binding agreement and release of liability.

I request permission for Participant to participate in the Activity described above. In consideration of being granted this permission, I agree as follows:

1. **Voluntary Activity:** I understand and agree that participation in this Activity is purely voluntary and is not required by USD.

2. **Release of Liability:** On behalf of Participant and Participant's family, heirs, personal representatives, guardians, successors, and assigns (all of whom are referred to as "Releasers"), I hereby release USD, its administrators, faculty, trustees, officers, directors, employees, volunteers, and agents (all of whom are referred to as "Releasees") from, and agree not to sue Releasees for, any claims, injuries, property or other damages, costs, or losses of any kind arising during, from, or in connection with, participation in the Activity from any cause whatsoever, to the extent permitted by law.

3. **Acknowledgment of Risk:** I recognize and appreciate the dangers, hazards, and risks of the Activity which could include serious or even mortal injuries and property damage. I have fully considered the risks and hazards and I assume the risks involved in this Activity.

4. **Fitness to Participate:** I represent that Participant is physically and mentally able to participate in the Activity and has no health problems which would present a risk to participation in this Activity. I certify the Participant has been seen by a healthcare provider within the last year.

5. **Emergency Medical Treatment:** I understand and agree that USD does not have medical personnel available at the location of the Activity. I grant Releasees permission to authorize emergency medical treatment for the Participant, and to transport or arrange for the transportation of the Participant to obtain emergency medical treatment, and I agree that such action shall be subject to the terms of this agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of, or in connection with such authorized emergency medical treatment.

6. **Insurance:** I represent that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of any injury to Participant and agree to pay for all costs incurred that are not covered by insurance. This includes but is not limited to the costs of treatment and transportation to obtain such treatment.

**7. Student Behavior:** The University prides itself on offering a quality program where students can experience “A Day in the Life” of a Torero. During the Activity or otherwise while on the USD campus:

- a. Participant agrees to engage in appropriate and respectful behavior towards others, including but not limited to other participants, students, faculty, staff, guests, and others with whom they may come into contact and to respect any property belonging to others.
- b. Participant agrees to follow all applicable laws and all policies, rules of conduct, guidelines, and classroom rules that would apply to the Participant as if the Participant -was a USD student. For more information, see the rules of conduct and policy sections contained in the Student Code of Rights and Responsibilities ([www.sandiego.edu/conduct/the-code/](http://www.sandiego.edu/conduct/the-code/)).
- c. Participant shall not possess, consume, or distribute alcohol or illegal drugs (including but not limited to medical marijuana) at any time during the Activity or otherwise on the USD campus.
- d. Whether staying for the day or overnight, Participant shall not leave the USD campus at any time during the Activity for any reason without the advance written permission of an authorized supervisor in USD’s Office of Undergraduate Admissions. Releasees are not responsible for any Participant who leaves the USD campus in violation of this expectation.
- e. USD is a smoking and tobacco free campus. Smoking and tobacco use is prohibited on all University of San Diego property.

Violation of this agreement may result in appropriate corrective action, up to and including immediate dismissal from the Activity and return home, at the expense of the Participant. **In addition, the Office of Undergraduate Admission reserves the right to rescind the offer of admission.**

**THIS IS A RELEASE OF LEGAL RIGHTS, READ BEFORE SIGNING.**

I acknowledge that I have carefully read this agreement and fully understand its contents. I acknowledge that I am voluntarily executing this agreement of my own free will. After having the opportunity to consult with legal counsel of my own choosing, I acknowledge and understand that this agreement will release the University of San Diego and Releasees from any liability in connection with any injury or damages or losses suffered as a result of the Participant’s participation in the above referenced Activity. It is my express intent that this release shall bind the Participant and the Participant’s family, estate, heirs, administrators, personal representatives, and assigns. I acknowledge that I have been made aware of any and all risks of participation in this Activity, and I hereby approve of the Participant’s participation in the Activity.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If Participant is under the age of 18, the following also must be completed:**

I am the Participant’s parent or legal guardian and am fully competent to sign this agreement. I agree to all of the terms of this agreement on behalf of myself, the Participant, and the Participant’s family, estate, heirs, administrators, personal representatives, and assigns.

Parent/Legal Guardian Name (please print): \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

