

**University of San Diego, Assumption of Risk and Release of Liability**  
**READ BEFORE SIGNING**

In consideration of the use of designated University of San Diego recreational facilities and equipment (including but not necessarily limited to the Sports Center pool, the Sports Center gym, fields, fitness centers, weight rooms, tennis courts, and/or other athletic or recreational facilities) and/or participation in designated University of San Diego recreational programs (including but not necessarily limited to aquatics, sports, fitness, wellness, dance or other recreational programs) (collectively "Recreational Facilities and Programs), I agree as follows:

1. **Assumption of Risk.** I understand and acknowledge that use of and participation in Recreational Facilities and Programs is entirely voluntary and involves serious risk, including but not limited to risk of property damage, bodily injury, permanent disability, paralysis and death. These risks may result from the use of or participation in Recreational Facilities and Programs, the acts of others, or the unavailability of emergency medical care or immediate staff response. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my use of and participation in any Recreational Facilities and Programs.
2. **Certification.** I am in good physical and mental health and do not have any physical or mental conditions that could affect my ability to use or participate in Recreational Facilities and Programs. I am aware that the University does not provide on call medical personnel. I have had the opportunity to inspect the facilities and accept them as being safe and suited for the purpose intended.
3. **Compliance with Policies.** I have read and agree to comply with all applicable University policies and procedures, including but not limited to those that apply to the use of or participation in Recreational Facilities and Programs. I understand that permission to use or participate in some or all Recreational Facilities and Programs may be suspended, revoked or denied by the University in its sole and complete discretion. I also understand that I must be at least age 18 to use or participate in some Recreational Facilities and Programs (e.g. fitness center). If I observe a hazard during my presence or participation, I will immediately remove myself from participation and bring the hazard to the attention of the nearest University staff member.
4. **Release.** I (for myself, my parents, legal guardians, heirs, executors, administrators and assigns) hereby release, indemnify and hold harmless the University, its trustees, employees, agents and volunteers (collectively "Releasees") from and against any blame and liability whatsoever for any property damage, property loss, property theft, personal injury, death, claim, or any damage of any kind whatsoever, whether arising from the alleged negligence of the Releasees or otherwise, which may arise out of or relate in any way to the use of or participation in Recreational Facilities and Programs, to the maximum extent permitted by applicable law. I agree to be solely responsible for any medical, health or personal injury costs relating to the use of or participation in Recreational Facilities and Programs.

5. **Prerequisite Skills and Training.** I have the requisite skills, qualifications, physical ability and training necessary to properly and safely use and participate in Recreational Facilities and Programs. If I have any questions as to what skills, qualifications, physical ability or training are necessary, I will direct such questions to the appropriate University staff member.
6. **No Assumption of Responsibility by University.** I understand that the University does not assume responsibility for any loss, injury or damage to person or property in connection with use of or participation in Recreational Facilities and Programs which results from causes beyond the control of and without fault of the University.
7. **Consent to Emergency Treatment.** I hereby consent to medical treatment in a medical emergency where I am unable at the time to consent to such treatment.
8. **Miscellaneous.** The law of the state of California shall govern the validity, construction and enforceability of this Assumption of Risk and Release of Liability (“Release”), without giving effect to its conflict of law principles. The venue for any dispute relating in any way to this Release shall be in San Diego, California. If any clause or provision of this Release is held to be illegal, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions or parts thereof which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Release are severable.

**I HAVE CAREFULLY READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS RELEASE HAVE BEEN MADE.**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**FOR PARENTS/GUARDIANS OF MINORS (UNDER AGE 18)**

I consent to my child’s use of or participation in Recreational Facilities and Programs, and agree to this Release.

\_\_\_\_\_  
Parent/Guardian’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Emergency Telephone Number