

UNIVERSITY OF SAN DIEGO  
AGREEMENT AND RELEASE OF LIABILITY

PARTICIPANT'S NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

Last First MI

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

ACTIVITY: \_\_\_\_\_ DATE(S) OF ACTIVITY : \_\_\_\_\_

I, the undersigned (or parent/guardian, if Participant is under the age of 18) understand that this is a legally-binding Release of the University of San Diego (USD).

I/We request permission to participate in the Activity described above. In consideration of being granted this permission, I/We 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 I/We, on behalf of myself/the Participant, the family heirs, personal representatives, guardians, successors, and assigns (all of whom are referred to as "Releasers"), 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 that I/we may have arising from, or in connection with, any physical, emotional or mental injury or property damage that Releasers may suffer as a result of my participation in the Activity from any cause whatsoever, to the extent permitted by law.
  
3. Acknowledgment of Risk I/We recognize and appreciate the dangers, hazards, and risks of the Activity which could include serious or even mortal injuries and property damage. I/We attest that we have fully considered the risks and hazards, and I/we agree that I have individually assumed the risks involved in this Activity.
  
4. Fitness to Participate I/We hereby represent that I am physically and mentally able to participate in the above referenced Activity and have no health problems which would present a risk to me in participating in this Activity. I certify the participant has been seen by a healthcare provider within the last year.
  
5. Emergency Medical Treatment I/We understand and agree that Releasees do not have medical personnel available at the location of the Activity. I/We understand and agree that Releasees are granted permission to transport the participant to and to authorize emergency medical treatment, if necessary and that such action shall be subject to the terms of this agreement. I/We 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/We represent that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury. I guarantee payment of all expenses incurred for transportation of participant to and receiving emergency medical treatment.

OVER - SIGNATURE(S) REQUIRED →

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 its 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 members of Participant's family, estate, heirs, administrators, personal representatives, or 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.

If participant is under age 18, complete the following:

I further state that I am the Participant's \_\_\_\_\_parent/ \_\_\_\_\_guardian, and am fully competent to sign this agreement; and that I execute this release for full, adequate, and complete consideration fully intending for myself, for the participant, and for the participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by same.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If over age 18)

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

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