

University of San Diego

Assumption of Risk and Release of Liability

READ BEFORE SIGNING

Activity: _____

Date(s) of Activity: _____

1. Assumption of Risk. I understand and acknowledge that my participation in the Activity is entirely voluntary, is not required by the University, and may involve serious risk, including but not limited to risk of property damage, bodily injury, permanent disability, paralysis and death, as well as exposure to communicable diseases (including COVID-19 and its variants). These risks may result from the Activity, the actions or inactions of myself or others (including other participants, University personnel, or third parties), environmental conditions, equipment failure, the unavailability of emergency medical care or immediate staff response, among others. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation in the Activity. I am aware that the University does not provide on-call medical personnel. I have had the opportunity to inspect University facilities that will be used and accept them as being safe and suited for the purpose intended. I understand that the University does not assume responsibility for any loss, injury or damage to person or property in connection with the Activity.

2. Compliance with Policies. I have read and agree to comply with all applicable University policies and procedures. I understand that permission to participate in the Activity may be suspended, revoked or denied by the University in its sole and complete discretion. I will immediately remove myself from participation if I see a hazard with the Activity and bring the hazard to the attention of a University staff member.

3. Release, Waiver of Liability, and Indemnification. I (for myself, my parents, legal guardians, heirs, executors, administrators and assigns) hereby release, waive, discharge, and covenant not to sue the University of San Diego, its trustees, officers, directors, employees, faculty, staff, students, agents, volunteers, contractors, sponsors, affiliated organizations, and other participants in the Activity (collectively "Releasees") from and against any and all liability, claims, demands, actions, causes of action, suits, costs, expenses (including attorneys' fees), damages, and judgments whatsoever for any property damage, property loss, property theft, personal injury, illness, death, 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 my participation in the Activity. This Release does not limit or release liability for gross negligence, recklessness, or willful or intentional misconduct, or any other liability that may not be released or limited under applicable law. I agree to be solely responsible for any medical, health or personal injury costs relating to my participation in the Activity. I agree to indemnify, defend, and hold harmless the Releasees from and against any and all claims, damages, losses, suits, judgments, costs, and expenses (including reasonable attorneys' fees) brought by or on behalf of any third party arising out of or related to my participation in the Activity, my breach of this Release, or my negligent, reckless, or intentional acts or omissions.

4. Waiver of California Civil Code Section 1542. I acknowledge that I am familiar with Section 1542 of the California Civil Code, which provides: "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." I hereby expressly waive and relinquish all rights and benefits under Section 1542 and any similar law of any other jurisdiction with respect to my release of any unknown or unsuspected claims I may have against the Releasees.

5. Prerequisite Skills and Training. I have the requisite skills, qualifications, ability and training necessary to properly and safely participate in the Activity. I will direct questions as to what skills, qualifications, ability or training are necessary to the appropriate University staff member.

6. Transportation. I understand that my participation in the Activity may include off-campus travel. I recognize and acknowledge that transportation to and from Activity may be provided by me, by other Activity participants in private, rented or other vehicles, or by the University in chartered vehicles and that the University makes no promises or representations regarding the quality or safety of the vehicle, skill or competency of the drivers, or the adequacy of the insurance that they carry. I understand the inherent risks involved in utilizing personal or commercial transportation and freely assume those risks in connection with my participation in the Activity.

7. Consent to Emergency Treatment/Insurance. I hereby consent to medical treatment in a medical emergency where I am unable to consent to such treatment. I have adequate health insurance necessary to provide for and pay any medical costs that may be incurred as a result of any injury arising out of or related to my participation in the Activity. I agree to be solely responsible for any medical expenses or medical transport expenses incurred in relation to the Activity.

8. Consent to Photography and Recording. I grant the University and its designees permission to photograph, film, or record me during the Activity and to use such images, video, or audio for educational, promotional, or archival purposes, without compensation, to the extent permitted by law.

9. Program Modification or Cancellation. I understand that the University may modify, postpone, relocate, cancel, or restrict participation in the Activity, in whole or in part, at any time, in its sole discretion.

10. Miscellaneous. The law of the state of California shall govern the validity, construction and enforceability of this 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 the Activity, and agree to this Release.

Parent/Guardian’s Signature Date

Name (Printed) Emergency Telephone Number

