

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. These risks may result from the participation in the Activity, 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 participation in the Activity.

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 participate in the Activity. I am aware that the University does not provide on call medical personnel. I have had the opportunity to inspect any University facilities that will be used 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 my participation in the Activity. I understand that permission to participate in the Activity may be suspended, revoked or denied by the University in its sole and complete discretion. If I observe a hazard during my participation in the Activity, I will immediately remove myself from participation and bring the hazard to the attention of a 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 my participation in the Activity, to the maximum extent permitted by applicable law. I agree to be solely responsible for any medical, health or personal injury costs relating to my participation in the Activity.

5. Prerequisite Skills and Training. I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the Activity. 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 my participation in the Activity 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. Insurance. I have adequate health insurance necessary to provide for an 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. To the extent such expenses are not covered by insurance, I agree to be solely responsible for any medical expenses or medical transport expense incurred in connection with my participation in the Activity.

9. 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 the Activity, and agree to this Release.

Parent/Guardian's Signature

Date

Name (Printed)

Emergency Telephone Number

