

# University of San Diego

## Assumption of Risk and Release of Liability READ BEFORE SIGNING

Activity:

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Date(s) of Activity:

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**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. 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.

**5. 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.

**6. 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.

**7. Insurance.** I have adequate health insurance necessary to provide for 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.

**8. Transportation.** I understand that my participation in the Activity may include off-campus travel. I recognize and acknowledge that transportation to and from the Activity may be provided by me or by students or other Activity participants in private, rented or other vehicles; that drivers are required to certify to the University that they carry the insurance required by applicable law; and that the University makes no promises or representations regarding the skill or competency of such drivers or the adequacy of the insurance that they carry. I understand the inherent risks involved in utilizing personal transportation and freely assume those risks 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

