

California State University, Stanislaus – General Activity

**WAIVER OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK, AND
AGREEMENT TO PAY CLAIMS**

Activity: 2023 Summer Housing Programs; risks include (not limited to) slips, trips, falls, being outdoors in elements, mild to moderate physical activity, and those associated with (not limited to) playing sports (including but not limited to volleyball, basketball, water balloons, archery tag, etc), utilizing the pools or hot tub, arts and crafts (including but not limited to painting, tie-dye, etc), bounce houses, and carnival-style games (including but not limited to ring toss, corn-hole, etc)

Activity Date(s) and Time(s): Saturday, May 27, 2023 to Saturday, August 19, 2023

Activity Location(s): California State University, Stanislaus

In consideration for being allowed to participate in the above-referenced Activity, on behalf of myself and my next of kin, heirs, representatives, and assigns, I hereby **release, waive, and discharge from all liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, Stanislaus, Associated Students Inc./University Student Center, and their employees, officers, directors, volunteers and agents (collectively the “University”) from any and all liabilities or claims, **including claims of the University’s negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, property loss, or economic or emotional loss I may suffer because of my participation in the Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other’s actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the Activity, including any associated use of University facilities or premises and any travel to, from and/or during the Activity.**

I agree to **indemnify and hold** the University **harmless** from any and all claims, actions, suits, costs, expenses, and liabilities, including attorney’s fees or damage to my property, that arise out of my participation in the Activity, including any associated use of University facilities or premises and any travel to, from and/or during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in the Activity, including travel to, from and during the Activity.

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have read this document in its entirety, fully understand its terms, and acknowledge that I am signing it freely and voluntarily. **No other representations concerning the legal effect of this document have been made to me.**

Participant Signature: _____

Participant Name (print): _____ Date: _____

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If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant(s). **I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant's behalf, (b) promising not to sue the University on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity.** I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant's Name: _____ Birth Year: _____

Participant's Name: _____ Birth Year: _____

Name of Minor Participant's Parent/Guardian (print)

Signature of Minor Participant's Parent/Guardian

Date