

California State University, Stanislaus – General Activity

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

Activity: 7th Annual LEADS Agricultural and Agribusiness Summer Camp; risks include (not limited to) slips, trips, falls, and those associated with field trips to agribusinesses located in Hughson, Ceres, Turlock, Livingston, and Hilmar, California.

Activity Date(s) and Time(s): Monday, June 05, 2023 to Friday, June 09, 2023

Activity Location(s): Stanislaus State Campus (Turlock, CA), and agribusiness in Hughson, California; Ceres, California; Turlock, California; Livingston, California; and Hilmar, California.

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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Authorization for use of Image, Voice, and/or Likeness: I am the parent or legal guardian of the Participant(s) named above. I give the University the absolute right and permission to use my child's(ren's) likeness in photographs, videos, or other digital media (hereinafter "photos") in its promotional materials and publicity efforts. I understand that the photos may be used for any lawful purpose including publications, print ads, direct-mail pieces, web-based publications, or web content. I also understand that all photos will become the property of the University and will not be returned. I hereby hold harmless, release and forever discharge the University from all claims, demands and causes of action which I, my heirs, representatives, executors, or any other persons acting on my behalf, may have.

Participant Signature

Participant Name (print)

Date