

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This document affects your legal rights. You should read and understand it before signing it.

Activity: **Chico State, Recreational Sports Youth Camps**

Activity Date(s) and Time(s): **Summer 2023**

Activity Location(s): **Chico State Campus**

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, Chico, Chico State Enterprises 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 give the University the absolute right and permission to use my 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.

I agree to **indemnify and hold** the University **harmless** from any and all claims, actions, suits, costs, expenses, and liabilities for any injuries to myself and for any damage to my property or possessions that arise out of or arise from my participation in the Activity, including any injury or damage that occurs during the 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.

[In the event that any foreign language translation of this document has been attached hereto by the University, the English language version of this document shall be the authoritative version. The English language version shall be controlling in all respects and shall prevail in case of any inconsistency with the translated version].

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: _____

If the Participant is under 18 years old:

I, the parent/legal guardian of the Participant identified above hereby agree to all of the above on behalf of the Participant

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____ Date: _____

Authorization to Treat a Minor

In the event that my son/daughter becomes ill or sustains an injury while in the care or under the supervision of the Chico State Recreational Sports Youth Camps, operated through the Chico State Enterprises, any of the adult supervisors of the activity is given my permission to administer first aid for his/her relief.

If it is not practical to return him/her to me or to receive my instructions for his/her care:

I, the undersigned parent or legal guardian of _____, a minor, do hereby authorize and consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment, and emergency hospital care, which is deemed advisable by and is rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medicine Practice Act and on the staff of any acute general hospital holding a current license to operate a hospital from the State of California Department of Health. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached. This authorization is given pursuant to provision of Section 25.8 of the Civil Code of California.

I further agree to not hold the above-named program or the Chico State Enterprises liable for the medical aid rendered and will make reimbursement for the medical or other expenses incurred for the care of the named minor.

Parent/Legal Guardian Signature: _____ Date: _____

Relationship to Minor: _____

Medical Insurance Information

Name of Insurance Company: _____ Policy #: _____

Name of Insured: _____

Medical Information

Allergies to drugs or foods: _____

Required medications & frequency: _____

Date of last Tetanus Booster: _____

Are there any activity limitations or special needs?

Any previous illness/injury that should be taken into consideration?

Emergency Contact and Pick up Information

Name: _____ Phone #: _____ Relationship: _____

In the event a parent/guardian cannot be reached, please indicate relatives or family friends who may be contacted in an emergency or for pick up.

Alternates:

Name: _____ Phone #: _____ Relationship: _____

Name: _____ Phone #: _____ Relationship: _____

Name: _____ Phone #: _____ Relationship: _____

WILDCAT RECREATION CENTER (WREC) USE AGREEMENT AND LIABILITY RELEASE

In consideration for being allowed to use the facilities and to participate in the activities and programs of the Wildcat Recreation Center (WREC), the undersigned, with the intention of binding himself/herself and his/her heirs, successors, and assigns, hereby represents, covenants, and agrees as follows:

1. I am 18 years of age or older and a currently enrolled student or current faculty/staff member at California State University, Chico (CSUC). I wish to voluntarily use the facilities and participate in sports, fitness, and recreation activities and programs at WREC, whether sponsored by the Associated Students of California State University, Chico (AS) or by CSUC (collectively, the Activities). (If not age 18 or older, the parent or guardian of the undersigned, along with the undersigned, will have to sign this Agreement and Liability Release before the undersigned is allowed to use WREC.)

2. I recognize that participation in any of the Activities carries with it certain risks. It is impossible to identify and list all the risks associated with any one or more of the Activities. The range of possible injuries is so diverse that no one possibly can anticipate everything that can go wrong. They may include, but are not limited to, strained, pulled or torn muscles, tendons and ligaments, sprained joints or broken limbs, contusions, scratches, lacerations, concussions, head injuries, cardiac events, and even death.

3. I agree that my use of WREC and participation in any of the Activities is voluntary. Before participating in any one or more of the Activities, I agree to become as knowledgeable and informed as possible about the inherent risks and dangers associated with such Activities. I also shall adequately prepare myself with the proper skills, training, equipment, and clothing to minimize the risk of injury. **I ASSUME ALL RISK OF INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM MY PARTICIPATION IN ANY OF THE ACTIVITIES.**

4. I am healthy and do not suffer from any medical conditions that restrict or preclude my participation in any of the Activities or I have a medical condition which otherwise might prevent my participation in one or more of the Activities but have consulted with my physician regarding such and he/she has released me to participate in such Activities.

5. I acknowledge that I have read or will read the Wildcat Recreation Center Customer Handbook prior to participating in any of the Activities. I further acknowledge that the policies, rules and regulations set forth in the Handbook are intended to create a safe and enjoyable environment for the benefit of all WREC users. I agree at all times to adhere to the policies, rules and regulations set forth in the Handbook and agree that should I not do so, my use of WREC and/or right to participate in one or more of the Activities may be suspended or terminated.

6. **FOR MYSELF AND MY PERSONAL REPRESENTATIVES, ASSIGNEES, HEIRS, AND NEXT OF KIN, OR ANY OF THEM, I AGREE TO RELEASE, FOREVER DISCHARGE AND NOT TO SUE THE STATE OF CALIFORNIA, THE BOARD OF TRUSTEES OF CALIFORNIA STATE UNIVERSITY, CSUC, AS AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS AND EACH OF THEM (COLLECTIVELY, RELEASEES) FROM ANY AND ALL**

CLAIMS AND LIABILITY FOR ANY INJURY, LOSS, LIABILITY OR DAMAGE (COLLECTIVELY, THE CLAIMS) ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR MY DEATH ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY USE OF WREC OR MY PARTICIPATION IN ANY OF THE ACTIVITIES, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF RELEASEES OR OTHERWISE, BUT EXCLUDING THE SOLE ACTIVE NEGLIGENCE OF RELEASEES. I AGREE TO DEFEND AND INDEMNIFY RELEASEES AND EACH OF THEM FROM ANY LOSS LIABILITY, DAMAGE OR COSTS THEY OR ANY OF THEM MAY INCUR DUE TO ANY INJURY TO ME OR MY PROPERTY OR TO MY DEATH RESULTING FROM MY USE OF THE FACILITIES OR MY PARTICIPATION IN ANY ONE OR MORE OF THE ACTIVITIES AT WREC, EXCLUDING THAT CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF RELEASEES.

7. I acknowledge and agree that this Agreement, statement and assumption of risks and Liability Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion of it is held invalid, the balance shall continue in full legal force and effect.

I HAVE CAREFULLY READ THE FOREGOING REPRESENTATIONS, COVENANTS, AND AGREEMENTS AND KNOW THEIR CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY.

Executed at Chico, California on _____, 20_____.

Wildcat ID number (nine digits)

Student Signature

Date of birth

Student Name (Print)

AGREEMENT AND CONSENT OF PARENT/GUARDIAN

I, _____,
(Print Name)

of _____,
(Print Address)

am the parent/legal guardian of the above student and hereby, for and on behalf of him/her, have carefully read the above Agreement and Liability Release and agree and consent to all of the above terms and conditions for the use of WREC by my child and his/her participation in any of the Activities.

Parent/Guardian Signature