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

Activity: CSU, Chico Recreational Sports Youth Camps

Activity Date(s) and Time(s): Summer 2019 (June 10 – August 9, 2019)

Activity Location(s): CSU, Chico Campus

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue the State of California; the Trustees of The California State University; California State University, Chico; California State University, Chico Research Foundation; and their employees, officers, directors, volunteers and agents (collectively “University”) from any and all claims, including claims of the University’s negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this 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 this Activity, including travel to, from and during the Activity.

I agree to hold the University harmless from any and all claims, including attorney’s fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and 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 this 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, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Signature: ______________________________________

Participant Name (print):_________________________________ Date: ___________
If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. 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 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.

Signature of Minor Participant’s Parent/Guardian

Name of Minor Participant’s Parent/Guardian (print)       Date

Minor Participant’s Name
AUTHORIZATION TO TREAT A MINOR
CSU, CHICO RESEARCH FOUNDATION

In the event that my child/ward becomes ill or sustains an injury while in the care or under the supervision of the ___CSU, Chico Rec Sports Youth Camps___ program, operated through the CSU, Chico Research Foundation, any of the adult supervisors of the activity are 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 Public 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, the CSU, or the CSU, Chico Research Foundation or their employees, officers, directors, or volunteers liable for the medical aid rendered, and I agree to make reimbursement for the medical or other expenses incurred for the care of the named minor.

Parent/Legal Guardian Signature: ___________________________ Date: ______________

Parent/Legal Guardian name (print): ____________________________

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:
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.

Name: ___________________________ Phone #: ___________ Relationship: ____________________________

Name: ___________________________ Phone #: ___________ Relationship: ____________________________

Name: ___________________________ Phone #: ___________ Relationship: ____________________________
CSU, Chico Research Foundation

INFORMED CONSENT AGREEMENT

This Agreement is to acknowledge that, in consideration of participation in the following program:  
_____________________
(name of program/description of activity)

to be held on: ______________________
(activity/trip date)

I consent to the following:

- I understand that accidents and injuries can arise out of participation in activities such as this. Knowing this, I am willing to assume the risk that an accident or injury may occur, and agree to release the above parties from responsibility for risks associated with my participation in the program.

- I agree to release from liability and hold harmless the CSU, Chico Research Foundation, its programs, the Trustees of the California State University, and their officers and employees, from claims against them arising from injuries or property damage which might occur in connection with this activity.

- I certify that the participant is in good health and has the capacity to participate in programs of this nature.

- I give permission for the participant to be medically treated for illness or injury occurring during participation in the above activity, and certify that he/she is covered by medical insurance. In the event that the participant is not covered by medical insurance, I agree and accept responsibility for costs associated with medical treatment. A completed “Authorization to Treat a Minor” form is attached.)

____________________________________________________          ____________________
Name of participant (please print) Signature of parent or guardian if under 18

Street Address       City        State        Zip        Phone
Photo and Video Release

Permission to Publish Photos or Videos on Website or in ___CSU, Chico Rec Sports Youth Camps___ Program/Camp Marketing

Photos and videos of activities taken during the _ CSU, Chico Rec Sports Youth Camps-Summer 2019___Program/Camp are important tools for publicizing and promoting future camps/activities of this nature. Permission from a minor and parent/guardian is required to allow this to occur.

To protect a child’s identity, names will not be published near or in reference to photographs or videos. Only the Program Director will have permission to add pictures and videos to publicity materials or ___ CSU, Chico Rec Sports Youth Camps ___Program/Camp web pages.

Camp Participant Consent

☐ YES ☐ NO

As parent/legal guardian, I give the CSU, Chico Research Foundation, CSU, Chico, and Gateway Science Museum permission to use photographic camp images and videos of my child/ward for reproduction on the Gateway website or Gateway Facebook page, or in marketing materials for the sole purpose of publicizing the camp/activity or for activities strictly related to the camp/activity. I understand that my child/ward’s name will not be associated with any such photographs or videos.

Parent/Guardian Consent

Camper’s Full Name (print):______________________________

I am the parent or the legal guardian of the above-named minor and hereby approve the use of his/her photograph or video pursuant to the terms described above. I affirm that I have the legal right to issue such consent.

Parent/Guardian Signature:_____________________________ Date:____________________

Parent/Guardian Printed Name:____________________________
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 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).

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. 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.

6. 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_____.

Participant Name (print) ___________________________ Participant Signature ___________________________

AGREEMENT AND CONSENT OF PARENT/GUARDIAN

I, ___________________________ of ___________________________,
(Print Name) (Print Address)
am the parent/legal guardian of the above participant 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 Name (print) ___________________________ Parent/Guardian Signature ___________________________