



WAIVER AND RELEASE FROM LIABILITY STATEMENT

Please print clearly

Student Name: _____ **Grade:** _____

Street Address: _____ **City:** _____ **State:** _____ **Zip:** _____

In consideration of my desire to participate in the events and related activities sponsored by the TRiO/Talent Search Program, California State University San Marcos, I assume all risks attendant thereto and, thus, hereby release, hold harmless and forever discharge the State of California, the Trustees of the California State University; the California State University, San Marcos, University Auxiliary & Research Service Corporation, and each and every officer, agent, employee, duty authorized volunteer, and representative of each (hereinafter referred to as "the CSU") from all claims, causes of action, judgments, damages or demands, of any kind from or by myself, heirs, executors, administrators and assigns, for personal injuries and property damage which I may cause or sustain during the event whether known or unknown, foreseen or unforeseen. I agree to indemnify and defend the CSU for liability arising from my tortuous acts or omissions. I further assume the risk of death or injury to myself or to my property, in connection with my travel to and from the central transportation site and the event site(s).

I warrant that I am in good physical health and am physically able to participate in the above event and related activities, if any. I understand that my participation is voluntary and that the activities planned are to enhance my educational experience.

I recognize that Physical Activity may be required during my participation in this event and that there are known risk of injury. Without limitation, the risks include falls from heights; tripping; injuries from the hands of another or negligence; vehicle and transportation related injuries; allergies, fungus, material, and viral diseases; and infection. I am voluntarily participating in these activities with knowledge of the dangers and risks involved and hereby agree to accept any and all risks of injury or death.

I understand that there is no applicable medical or liability insurance provided to me by the CSU to cover medical or property expenses arising out of injuries or damages which I or my property might sustain in the above event. I understand and accept responsibility to meet any and all medical or property expenses arising out of any injury or damages to myself or my property or, due to my fault, to anyone else, including the CSU.

I hereby acknowledge that I have sole responsibility for my personal possessions and equipment during the event and its related activities. I hereby grant permission to any and all foregoing to use any photograph, videotape, motion picture or any other record of this event.

I hereby agree that if the event or any of its activities is canceled due to a storm, rain or other "act of God" conditions, or for any reason, that I will not hold the CSU liable for any losses which I might sustain from the cancellation of an activity or the event. I further understand that if physically or medically injured, I will abide by the decision of medical authorities and the event/activities director(s) concerning my eligibility and continued participation in the event and its related activities.

I have carefully read this agreement and fully understand its contents. I am aware that this is a waiver and release of liability and a contract between myself and all of the parties named in the first paragraph above, and sign it on my own free will.

Parent/Legal Guardian Signature (Required for Participants Under Age 18)

Date

In Case of an Emergency, person to contact:

Name & Phone Number: _____