

CALIFORNIA STATE UNIVERSITY SAN MARCOS
M. GORDON CLARKE FIELD HOUSE/UNIVERSITY STUDENT UNION
ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY

In consideration of the use of the property, facilities, services, programs, activities, classes and events provided by **California State University San Marcos** (M. Gordon Clarke Field House/Student Union), including any travel related thereto, the undersigned agrees as follows:

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by California State University San Marcos (M. Gordon Clarke Field House/Student Union) and participation in the Associated Students Incorporated Recreation Programs (Intramurals, Sports Clubs, Physical Sports, Weight and Cardiovascular Training, Adventure Center Programs, Dance, and any other programs and services sponsored by California State University San Marcos (M. Gordon Clarke Field House/Student Union) and Associated Students Incorporated) and related travel involves risk such as, but not limited to, the following which might result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care: **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.**
2. **ASSUMPTION OF THE RISK.** The undersigned ASSUMES ALL RISKS WHICH ARE FORESEEABLE AND INVOLVED WITH OR ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES , THE ACTIVITY ITSELF, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY MEDICAL CARE, including but not limited to, those RISK FACTORS described in Section 1 above.
3. **ACKNOWLEDGEMENT OF THE POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment and facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or participate in the activity itself, then they shall direct such questions to the APPROPRIATE STAFF MEMBER ON SITE.

ITEMS 1-4: INITIALS _____

5. **RELEASE.** The undersigned RELEASES the State of California, the trustees of the California State Universities, California State University San Marcos, the Associated Students of California State University and all of their officers, employees and agents and agrees NOT TO SUE them on the account of or in the conjunction with the claims, causes of the action, injuries, damage, or cost of expenses arising out of the activity, including those based on death, bodily injury or property damage WHETHER OR NOT being caused by the NEGLIGENCE OR OTHER FAULT OF THE PARTIES BEING RELEASED.
6. **WAIVER.** The undersigned waives the protection afforded by any other statute or law in any jurisdiction including California Code 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claim(s).
7. **PAY.** The undersigned agrees to pay for any and all damages to any property of the indemnitee caused by the undersigned either NEGLIGENTLY, WILLFULLY OR OTHERWISE.
8. **LEGAL FEES.** In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and costs.

ITEMS 5-8: INITIALS _____

9. **REPRESENTATIVES.** The undersigned enters into this agreement for him/himself, her/herself, his/her heirs, assigns and legal representatives.
10. **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
11. **INSURANCE.** The undersigned understands that California State University San Marcos (M. Gordon Clarke Field House/Student Union) does not carry participant insurance. The undersigned is encouraged to have a physical examination and purchase health insurance prior to any and all participation.
12. **ACKNOWLEDGEMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so FREELY AND VOLUNTARILY.

ITEMS 9-12: INITIALS _____

PRINT NAME _____ **DATE** _____

SIGNATURE _____ **DATE** _____

(USER SIGNATURE ONLY REQUIRED IF 18 YEARS OR OLDER)

PARENT/GUARDIAN SIGNATURE _____ **DATE** _____

Guardian's signature is required when user is under the age of 18, **NO EXCEPTIONS.** Guardian must be a **PARENT** or **COURT APPOINTED LEGAL GUARDIAN.** Documentation may be required. (08/2003)

SAMPLE