

**UNIVERSITY AUXILIARY AND RESEARCH SERVICES CORPORATION
AGREEMENT AND RELEASE OF LIABILITY**

Please fill in the following information.

Participant Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Activity: _____ Dates of Activity: _____

Location of Activity: _____

Director/Facilitator of Activity: _____

I, the undersigned (the "Participant"), request permission to participate in the above Activity. In consideration of being granted this permission, I agree as follows:

1. **Voluntary Activity.** I understand and agree that participation in this Activity is purely voluntary and is not required by University Auxiliary and Research Services Corporation ("UARSC").
2. **Release of Liability.** I hereby release UARSC, its administrators, faculty, trustees, officers, employees, volunteers, and agents (all of whom, together with UARSC, are referred to herein as "Releasees") from, and agree not to sue Releasees for, any claims arising from, or in connection with, any physical, emotional or mental injury or property damage that I may suffer from any cause whatsoever as a result of my participation in the Activity. I hereby agree that the release of claims set forth in this paragraph shall apply to claims that have not yet accrued based on potentially unforeseeable future events and circumstances.
3. **Acknowledgment of Risk.** I recognize and appreciate the dangers, hazards, and risks of the Activity, which could include serious or even mortal injuries and property damage. I attest that I have fully considered the dangers, hazards and risks of the Activity, and I agree that I have individually assumed the risks involved in this Activity.
4. **Emergency Medical Treatment.** I understand and agree that UARSC is granted permission to authorize emergency medical treatment, if necessary, at my expense and that such action shall be subject to the terms of this Agreement and Release.
5. I understand and agree that UARSC may authorize emergency medical treatment. I understand and agree that Releasees shall not be liable in any way for any error, act, or omission of any health care professional, hospital, or other medical facility that may evaluate, diagnose or treat me or for any injury, damage, or expense which might arise out of, or in connection with, such authorized emergency medical treatment.
6. **Fitness to Participate.** I hereby represent that I am physically and mentally able to participate in the above referenced Activity and have no health problems, which would present a risk to me in participating in this Activity.
7. **Insurance.** I understand that UARSC does not provide health, liability, property or other insurance for me and that Releasees are not responsible for any medical expenses incurred by me while participating in the Activity. I represent that I have adequate medical insurance coverage to provide for and pay any medical costs that may be attendant as a result of my participation in the Activity. I understand that UARSC is not responsible for any property damaged or destroyed by me or for any liability, which results from my activities while participating in the Activity. I understand and agree that I am responsible for any damage or

destruction of property or any injury to any person, which I inflict or cause while participating in the Activity.

8. **Rules and Directions.** I understand, am familiar with and agree to abide by UARSC rules upon being granted permission to participate in the Activity. I also agree to abide by the rules and directions of UARSC personnel during my participation in the Activity. I understand that failure to do so may result in UARSC terminating my participation in the Activity. I understand that to disobey such rules and directions is to waive the right to a refund of any part of any fee that I may have paid to participate in the Activity.
9. **Indemnification.** I shall defend, hold harmless and indemnify UARSC, the California State University San Marcos, the Trustees of the California State University, the State of California, their Board members, officers, employees, representatives, related entities and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with my participation in Activity.
10. I voluntarily participate in this function and assume all responsibility associated there with.
11. **Limitation of Liability.** In the event that the releases provided in the Agreement and Release are found to be unenforceable, in whole or in part, and Releasees are held liable for any reason in connection with my participation in the Activity, I understand and agree that Releasees' liability to me shall be limited to the types and amounts of coverage actually afforded to UARSC under its liability insurance policy.
12. **Entire Agreement.** I understand that this Agreement and Release constitutes the entire agreement between UARSC and me with reference to the subject matter referenced to herein. This Agreement and Release may be amended or modified only in writing.
13. **Governing Law/Arbitration.** I understand that this Agreement and Release shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of California. Any and all claims or disputes between I and Releasees arising out of or relating to this Agreement and Release shall be submitted to binding arbitration before the American Arbitration Association, San Diego Office, according to the rules then in effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE FROM LIABILITY AND A CONTRACT BETWEEN ME AND THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

Name (please print): _____

Signature: _____ Date: _____

If participant is under age 18:

Name of Guardian

Relationship

Signature: _____ Date: _____