



# RELEASE AND WAIVER

## ALL WHO TRAVEL MUST COMPLETE

PRINT Name \_\_\_\_\_ Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Sponsoring Organization/Group \_\_\_\_\_

In consideration of the use of the property, facilities and or services of the Associated Students, including but not limited to travel activity the undersigned agrees as follows:

1. RISK FACTORS: The undersigned understands and acknowledges that the activity involves risks such as but not limited to the following: RISK OF BODILY INJURY, DEATH and/or PROPERTY DAMAGE;
2. ASSUMPTION OF RISK: The undersigned ASSUMES ANY ALL RISK INVOLVED IN OR ARISING FROM THE ACTIVITY, including without limitation the risk of DEATH, BODILY INJURY or PROPERTY DAMAGE resulting from the activity, unavailability of emergency medical care; or the negligent or deliberate act of another person.
3. PREREQUISITE SKILLS AND TRAINING: The undersigned acknowledges that he or she has the requisite skills, qualifications, and training necessary to complete such activity. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly conduct the activity, then they shall direct such questions to the organization.
4. RELEASE: The undersigned RELEASES the State of California, trustees of the California State Universities, the Associated Students of San Diego State University and all of their officers, employees and agents and agrees NOT TO sue them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of the activity, included those based on death, bodily injury or property damage, whether or not caused by the negligence or other fault of the parties being released.
5. WAIVER: The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code S1542 whose purpose, substance an/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 or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
6. INDEMNIFY AND DEFEND: The undersigned agrees to INDEMNIFY AND DEFEND the State of California, the trustees of the California State Universities, the Associated Students of San Diego State University and all of their officers, employees and agents (hereinafter jointly referred as to "indemnitee") against and hold them harmless from any and all claims, causes of action, damages, judgments, cost or expenses, including attorney fees which in any way arise from the activity of this agreement and which include but are not limited to damages to or destruction of any property of the indemnitee or any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.
7. PAY: The undersigned agrees to pay for any and all damages to any property of indemnitee caused by the undersigned either negligently, willfully or otherwise.
8. ATTORNEY FEES AND COSTS: If any party to this Agreement shall bring any action for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party all costs plus a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgement granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to the judgment. Any judgement or order entered in such action shall contain a specific provision for the recovery of attorney fees and this section, attorney fees shall include, without limitation, fees incurred in the following: (1) postjudgment motions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.
9. INSURANCE: The University has only a limited amount of insurance that may apply to any damage or injury resulting from the event and the "undersigned" acknowledges it is his or her responsibility to review their insurance needs and acquire any amount they believe is necessary.
10. REPRESENTATIVES: The undersigned enters into this agreement for himself, his heirs, assigns and legal representatives.
11. ACKNOWLEDGEMENT: The undersigned has read and understand this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

Signature of Person Traveling \_\_\_\_\_ Date \_\_\_\_\_

### EMERGENCY CONTACT INFORMATION

Parent/Guardian \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

### PERSON TO CONTACT IN CASE OF AN EMERGENCY OTHER THAN PARENTS

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

### PARENTS MUST COMPLETE IF STUDENT IS UNDER 18 YEARS OF AGE

APPROVAL OF PARENT/GUARDIAN ON BEHALF OF MINOR: For \_\_\_\_\_

Name of student under 18 years of age

I am the parent and/or legal guardian of the above named minor. I have read and understand the agreement and realize the agreement involves surrendering valuable legal right of the minor and myself. I agree to be bound by all of the terms of the agreement. I also give my consent to the participation in the activity by the minor.

Signature of Parent/Legal Guardian if Person Traveling is under 18 \_\_\_\_\_