

## **Associated Students of SDSU Sports Club Independent Contractor Agreement**

This agreement is entered into between the Associated Students of San Diego State University (AS-SDSU) and \_\_\_\_\_ (name of Sport Club Independent Contractor) to provide the right and privilege to scheduled sports club activities for the term: \_\_\_\_\_

Referee Shall:

1. **Safety:** Independent Contractors are required to inspect all facilities for safe play prior to commencement of practice or events.
2. **Status/Requirement:** Individuals are considered an independent contractor of A.S. and Campus Recreation and must confirm they are not current employees of San Diego State University or its auxiliaries Associated Students
3. **Independent Sports Club Referee:** The Sports Club Referee, in the performance of this Agreement, shall act in an independent capacity and not as officers or agents of The Associated Students.
4. **Fair Employment Practices:** In the performance of this Agreement, The Independent Contractor will not discriminate against any individual because of race, color, ancestry, sex, age, national origin, disability, medical condition, or marital status.
5. **Insurance:** The **Sports Club Independent Contractors** shall obtain and \_\_\_\_\_ maintain for the term of the Agreement personal medical insurance. The Associated Students does not provide insurance coverage for the Sports Club Independent Contractors.
6. **Arbitration Provision:** In the event of any dispute between the Sports Club Independent Contractor and A.S. concerning any aspect of this Agreement, all such disputes shall be resolved by binding arbitration before a single neutral arbitrator in San Diego, California, to the extent permitted by law. The arbitrator shall be selected from the American Arbitration Association according to its procedures. All rules governing the arbitration shall be the rules set forth by the American Arbitration Association. The parties shall bear their own costs and attorneys' fees incurred in any such action.
7. **Governing Law:** This agreement shall be construed in accordance with, and be deemed governed by the laws of the State of California.
8. **All Amendments in Writing:** No revisions, waiver, deletions, amendment or modification of any provisions of this Agreement will be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's business forms employed by either party will supersede the terms and conditions of this Agreement.
9. Sports Club Independent Contractor is, for all purposes and performances arising out of this Agreement, an independent contractor and, as such, shall have and maintain complete control over all of its agents and operations. Personal Trainer, or its agents shall not represent, act, purport to act or be deemed to be the agent, representative, employee or servant of A.S

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**Acknowledgements (initial A-B)**

- \_\_\_\_\_ A. Sports Club Independent Contractor acknowledges that he/she has received a copy of the A.S. *Sports Club Independent Contractor Agreement*.
- \_\_\_\_\_ B. Sports Club Independent Contractor acknowledges the he/she has also received a copy of the “Release of liability, promise not to sue, assumption of risk and agreement to pay claims” form and has agreed to those terms.

I HAVE READ THE FOREGOING AND VOLUNTARILY AGREE TO ITS TERMS.

**Sports Club Independent Contractor**  
(print name) \_\_\_\_\_

Date: \_\_\_\_\_

Sports Club Independent Contractor  
(signature): \_\_\_\_\_

Date: \_\_\_\_\_

Sports Club Team President  
(signature): \_\_\_\_\_

Date: \_\_\_\_\_

Sport Club Coordinator  
(signature): \_\_\_\_\_

Date: \_\_\_\_\_

Campus Recreation Director's  
(signature): \_\_\_\_\_

Date: \_\_\_\_\_

**INDEPENDENT CONTRATOR  
HOLD HARMLESS/INDEMNIFICATION AGREEMENT**

LOCATION OF EVENT(S): San Diego State University and any off-campus facilities and/or fields

FOR THE **PURPOSE** OF: Sports Club Events

The Independent Contractor (please print name): \_\_\_\_\_ shall defend, indemnify and hold the State of California, the Trustees of the California State University, California State University, San Diego State University, Associated Students of SDSU their officers, employees, directors, volunteers, and agents (collectively "University") harmless from and against any and all liability, loss, expense, attorney fees, or claims for injury or damages arising out of, resulting from, or in connection with the performance of the work performed but only in proportion to an to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **Independent Contractor** (please print name): \_\_\_\_\_, its officers, agents, or employees.

As requested by the (**Independent Contractor** (please print name): \_\_\_\_\_ CALIFORNIA STATE UNIVERSITY and SAN DIEGO STATE UNIVERSITY shall defend, indemnify and hold the **Independent Contractor** (please print name): \_\_\_\_\_ and its officers, officials, employees, and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of, resulting from, or in connection with the performance of the work performed but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, the Trustees of the California State University, California State University, San Diego State University, Associated Students of SDSU their officers, employees, directors, volunteers, and agents.

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 representation concerning the legal effect of this document have been made to me.**

**Independent Contractor**

**Associated Students of SDSU**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_