Release Agreement

Activity/Services: Enrollment and participation of the above listed participant(s), in the SDSU Children’s Center, a program of Associated Students of SDSU, which provides access to a wide range of learning opportunities, activities, settings and environments that support inclusion. Activities include, but are not limited to climbing, riding tricycles and other wheel toys, water play, manipulative play, dramatic play, and other large and small muscle activities.

In consideration for being allowed to participate in this Activities, Services and/or use of the Premises or Facility, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue Associated Students of SDSU and their employees, officers, directors, volunteers and agents (collectively “Auxiliary Organization”) and the State of California, the Trustees of the California State University, California State University, San Diego State University and their employees, officers, directors, volunteers and agents (collectively “University”) from any and all claims, including claims of the Auxiliary Organization’s or University’s negligence resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in the Activity. I am aware of the risks associated with traveling to, from and participating in the Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, death and/or property damage. I understand that these injuries or outcomes may arise from my own or other’s actions, inaction, negligence, conditions related to travel, or the condition of the Activity Location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.

I agree to hold the University and Auxiliary Organization 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 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 and the Auxiliary Organization from all liability, (b) promising not to sue the University and the Auxiliary Organization, (c) and assuming all risks of participating in the 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.

[Signature page to follow.]
If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. I understand the legal consequences of signing this document, including (a) releasing the University and the Auxiliary Organization from all liability on my and the Participant’s behalf, (b) promising not to sue on my and the participant’s behalf, (c) and assuming all risks of the Participant’s participation in this Activity, including travel to/from an during the Activity. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

________________________________________________________________________________________
Signature of Minor Participant’s Parent/Guardian

________________________________________________________________________________________
Name of Minor Participant’s Parent/Guardian (Print) Date

________________________________________________________________________________________
Minor Participant’s Name