
Child/Children's Name(s) participating in Children's
Center Program

Date

ASSOCIATED STUDENTS RELEASE AGREEMENT

In order to reduce the risk of liability and to keep the cost of the operations of the activity as reasonable as possible we are asking our participants to read and sign the following provisions. If you have any questions please feel free to inquire and we will do our best to explain.

In consideration of the use of the property, facilities and/or services of the Associated Students, including any travel related thereto, the undersigned agrees as follows:

1. RISKFACTORS. The undersigned understands and acknowledges that participation in the Children's Center Programs activities involves risks such as but not limited to the following which might result from the activity itself, the acts of others or the unavailability of emergency medical care; RISK OF PROPERTY DAMAGE, BODILY INJURY, and POSSIBLY DEATH. 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.

2. ASSUMPTION OF RISK. The undersigned ASSUMES ALL RISKS WHICH ARE FORESEEABLE AND INVOLVED WITH OR ARISING FROM PARTICIPATION AT THE CHILDREN'S CENTER, including without limitation those risks described in Section 1 above.

3. SKILLS AND TRAINING. The undersigned acknowledges that the minor child listed above has the physical and emotional ability necessary to participate. The undersigned agrees that if he or she has any questions as to what qualifications are necessary to properly participate in the Children's Center activities, then they shall direct such questions to the organization.

4. RELEASE. The undersigned RELEASES the State of California, trustees of the California State University, San Diego State University, the Associated Students of San Diego State University and all of their officers, employees and agents (referred to below as the "RELEASED PARTIES") and agrees NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses (referred to below as the "CLAIMS") arising out of participation in the Center activities, including those based on the risks described in Section 1, whether or not caused by the negligence or other fault of the RELEASED PARTIES.

5. WAIVER. The undersigned waives the protection provided by any statute or law in any jurisdiction including California Code section 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the persons 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 RELEASED PARTIES against, and hold them harmless from, any and all CLAIMS, including attorney fees, which in any way arise from the activity which is the subject of this agreement and which include but are not limited to those risks described in Section 1 including any liability arising from the act or negligent act of the RELEASED PARTIES, the undersigned or anyone else.

(Continued)

7. PAY. The undersigned agrees to pay for any and all damages to any property of the RELEASED PARTIES caused by the undersigned wither negligently, willfully or otherwise.

8. LEGALFEES. 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.

9. REPRESENTATIVES. The undersigned enters into this agreement for himself/herself, heirs, assigns and legal represent atives.

10. ACKNOWLEDGEMENT. The undersigned has read and understands this agreement and realizes it relates to releasing valuable legal rights and does so freely and voluntarily.

APPROVAL OF PARENT/LEGAL GUARDIAN ON BEHALF OF MINOR

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 releasing valuable legal rights for 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.

I also give my consent for my child to be included in student observations, research, photographs, videos, slides, and movies taken at the Center by students, staff, TV, Radio and/or other news media

⊗ _____
SIGNATURE OF PARENT/LEGAL GUARDIAN IF PERSON PARTICIPATING IS UNDER 18