

Aztec Adventure-Team Challenge: ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

Group Name: _____ **Date:** _____

In consideration of the use of the property, facilities and/or services of **THE ASSOCIATED STUDENTS**, including any travel related thereto, the undersigned parent or guardian of _____ agrees as follows:

Participant's name

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by Associated Students and participation in the AS/SDSU Recreation Programs (Intramurals, Sports Clubs [extramurals], Sports, Weight and Cardiovascular training, Aztec Adventures, **Team Challenge & Ropes Course**, Climbing Wall, Dance, Wellness Activities, Aquatics, Sauna, and any other programs and services sponsored by A.S. Campus Recreation Department) involves risk such as, but not limited to, the following which might result from the use of the equipment or facilities, from the activity itself, from the acts of others or from the unavailability of emergency medical care: **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.**
2. **ASSUMPTION OF RISK.** The undersigned **ASSUMES ALL RISKS WHICH ARE FORESEEABLE AND INVOLVED WITH OR ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in Section 1 above.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or participate in the activity itself, then they shall direct such questions to the appropriate Staff Member on site.
Items 1-4: Initials _____
5. **RELEASE.** The undersigned **RELEASES** the State of California, trustees of the California State Universities, the San Diego State University, 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 conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the negligence or other fault of the parties being released.
6. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code 1542 whose purpose, substance and/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.
7. **INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** the State of California, the trustees or the California State Universities, the San Diego State University, the Associated Students of San Diego State University and all of their officers, employees and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from the activity or this agreement and which include but are not limited to damages to or destruction of any property of the indemnitee of any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.
Items 5-7: Initials _____
8. **PAY.** The undersigned agrees to pay for any and all damages to any property or indemnitee caused by the undersigned either negligently, willfully or otherwise.
9. **LEGAL FEES.** 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.
10. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
11. **EMERGENCY TREATMENT CONSENT:** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
12. **INSURANCE:** The undersigned understands the Campus Recreation Program does not carry participant insurance. The undersigned is encouraged to have a physical examination and purchase health insurance prior to any and all participation.
Items 8-12: Initials _____
13. **ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.
Item 13: Initials _____

Signature of Parent or Guardian _____ **Date** _____