Associated Students, Inc.
WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEEMENT

LAST NAME: _____ FIRST NAME: _____

ACTIVITY: ASI RECREATIONAL PROGRAMS, USE OF EQUIPMENT AND USE OF FACILITIES
Activity Location(s), Premises or Facility(ies): Cal Poly Recreation Center, Sports Complex, University Union and other outdoor venues both on and off campus.

In consideration for being allowed to participate in this Activities 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** the State of California, the Trustees of the California State University, California State University, California Polytechnic State University, San Luis Obispo, and their employees, officers, directors, volunteers and agents (collectively "University") and the Associated Students, Inc. of California Polytechnic State University, San Luis Obispo and their employees, officers, directors, volunteers and agents (collectively "Auxiliary Organization") from any and all claims, including claims of the University's or Auxiliary Organization'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.

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

_____

Signature of participant Date

If participant is less than 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 and during the Activity. I allow the 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 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's parent/guardian Date Printed name of parent/guardian Minor's age

Revised 7/14/16