

CALIFORNIA STATE, SONOMA STATE CAMPUS RECREATION
RECREATION CENTER

RECREATION CENTER RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND

AGREEMENT TO PAY CLAIMS; UNDER 18 WAIVER

Activity: All activities of any kind occurring within the Recreation Center and/or under its auspices , including but not limited to the use of the climbing wall, swimming pool, fitness equipment, locker rooms, and other facilities; participation in any personal training, private instruction, group instruction, program or class; participation in any intramural sports; outdoor pursuit trips and otherwise engaging in any supervised or unsupervised activity within the Recreation Center, any activity assessed through the Recreation Center, and/or any activity organized through Sonoma State Campus Recreation.

Activity Date(s) and Times(s): This waiver is valid for the length of your membership regardless of your membership category and whether your membership is active or inactive. Any person who has a parent/ guardian signed waiver on file who becomes an adult must sign a new waiver themselves once they turn 18 years of age.

Activity Location: The Recreation Center on the premises of Sonoma State University, and wherever else an activity described above occurs.

In consideration for being allowed to enter the Recreation Center for any purpose and/or to participate in any Activity, 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; Sonoma State University and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my entering the Recreation Center, and/or participating in Activities; including travel to, from and during my visit to Recreation Center.

I certify that I have no undisclosed injuries, nor any undisclosed medical, physical, mental, or other condition that may affect my ability to safely participate in the Activity. If I cannot safely participate in the Activity without an accommodation, I will advise the staff in advance of my visit so that a reasonable accommodation, if any, may be found.

I am voluntarily entering the Recreation Center and/or participating in a Campus Recreation activity. I am aware of the risks associated with traveling to/from and participating in this 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, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions

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related to travel; or the condition of Recreation Center and/or activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my presence in the Recreation Center and/or participation in Campus Recreation activities, including travel to, from, and during my visit to the Recreation Center.**

I agree to **hold** the University Organization harmless from any and all claims, including attorney's fees, court costs as well as any and all related costs or damage to my personal property that may occur as a result of my **presence in the Recreation Center and/or participation in Campus Recreation activities, including travel to, from, and during my visit to the Recreation Center, as well as any and all participation in any activity.** If the University incur 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 the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University 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 presence in the Recreation Center and/or participation in Campus Recreation activities, including travel to, from, and during my visit to the Recreation Center.** I allow Participant to visit the Recreation Center and/or participate in Campus Recreation activities. 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 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 been informed and understand there remains a risk of exposure to COVID-19. I understand that regardless of any precautions taken, an inherent risk of exposure to COVID-19 will exist.

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 Participant's Parent/Guardian

Date

Name of Minor Participant's Parent/Guardian (Print)

Minor Participant's Name

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USER POLICIES AND RESPONSIBILITIES

I agree to read and comply with all policies in the Recreation Center Facility Use Manual as well as any policies specific to programs of Campus Recreation. Additionally, I understand that Campus Recreation programs and services are governed by the Sonoma State University Student Conduct Code and all other University safety, security and facility standards. I acknowledge that use of the Recreation Center facilities and participation in Campus Recreation programs and services is a privilege and if I engage in unacceptable or irresponsible behavior, my access may be modified or revoked indefinitely.

Participant's Signature

Date

Participant's Name (Print)