



Department of Risk Management

**RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS**

Activity: CSUSB COE DisAbility Sports Festival 2018  
Activity Date(s) and Time(s): October 6th 2018  
Activity Location(s): CSUSB Campus 5500 University Parkway, San Bernardino, CA 92407

In consideration for being allowed to participate in this 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, California State University, San Bernardino, University Enterprises Corporation at CSUSB, 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 participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this 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 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 **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 the University incurs 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 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this 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.**

Participant Signature: \_\_\_\_\_

Participant Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

***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 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 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 Participant's Parent/Guardian \_\_\_\_\_

Name of Minor Participant's Parent/Guardian (print) \_\_\_\_\_

Minor Participant's Name (print) \_\_\_\_\_ Date \_\_\_\_\_



## Visual/Audio Image Release Form

I grant permission to California State University, San Bernardino, University Enterprises Corporation at CSUSB, Water Resources Institute, and its employees and agents (CSUSB), to take and use visual/audio images of me. Visual/audio images are any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. I agree that CSUSB owns the images and all rights related to them. The images may be used in any manner or media without notifying me, such as university-sponsored web sites, publications, promotions, broadcasts, advertisements, posters and theater slides, as well as for non-university uses. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them, or to be compensated for them.

I release the State of California, the Trustees of the California State University, California State University, CSUSB, University Enterprises Corporation at CSUSB, and its employees and agents, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the taking of use of the images or printed material used with the images.

I am at least 18 years of age and competent to sign this release. I have read this release before signing, I understand its contents, meaning and impact, and I freely accept the terms.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Day time telephone

\_\_\_\_\_  
Parent or Guardian  
(if under 18 years of age)

\_\_\_\_\_  
E-mail Address

*For office use only*

Project name: \_\_\_\_\_

\_\_\_\_\_  
Photographer name

\_\_\_\_\_  
Photographer signature