

CALIFORNIA STATE UNIVERSITY, STANISLAUS – GENERAL ACTIVITY RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity: High School Girls Basketball Tournament

Activity Date(s) and Time(s): Saturday, July 13, 2019 to Sunday, July 14, 2019

Activity Location/Facility: Stanislaus State Fitzpatrick Arena

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 liability and promise not to sue** the State of California, the Trustees of The California State University, the California State University Stanislaus, and their auxiliaries, officers, employees, volunteers, representatives 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 loss 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, participation in this Activity, which includes 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) or facilities. **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 give the University the absolute right and permission to use my likeness in photographs, videos, or other digital media (hereinafter “photos”) in its promotional materials and publicity efforts. I understand that the photos may be used for any lawful purpose including publications, print ads, direct-mail pieces, web-based publications, or web content. I also understand that all photos will become the property of the University and will not be returned. I hereby hold harmless, release and forever discharge the University from all claims, demands and causes of action which I, my heirs, representatives, executors, or any other persons acting on my behalf, may have.

I agree to **hold** the University **harmless** from any and all claims, including attorney’s fees or damage to my personal property, which 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: _____

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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 the University 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 two-page 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)

Date

Minor Participant’s Name (print)

Date of Birth