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

Activity: As part of the 2015 Homecoming festivities, the Second Annual 5k features a 3.1 mile course which may result in, but not limited to, injury to oneself or others including but not limited to: sprains, broken bones, scratches, wounds, nausea, and vomiting. Please note that you are participating at your own risk. Understand your own limitations including medical conditions such as, but not limited to, expectant mothers, back and neck conditions, heart conditions, abnormal blood pressure, motion sickness or dizziness, arm or leg casts, recent surgery, or any other conditions that may prevent you from participating. Also wear appropriate clothing and be respectful of other walkers and runners.

Activity Date(s) and Time(s): Saturday, November 14, 2015 from 9am-11am

Activity Location(s), Premises or Facility(ies): San Diego State University Campus

In consideration for being allowed to participate in this Activity 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, San Diego State University and their employees, officers, directors, volunteers and agents (collectively “University”) and the Associated Students of SDSU 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.

Participation 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 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 an 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