

## PARENT CONSENT, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of the opportunity to participate in sports camp activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising negligence from SDSU Football Passing Camps, Aztec Football Skills Camps, Be The Alpha, LLC and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them, as well as San Diego State University and its Board of Trustees, its respective administrators, faculty, employees and agents (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that watching and/or participating in sports camp activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in the sports camp activities or that might have been caused by the negligence of the Releasees. I represent that I am physically and medically able to participate in the activities and that I have notified Releasees of any physical or medical conditions which may limit my participation. I understand that my participation in the sports camp activities is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I agree to immediately discontinue participation.
3. I, for myself, my executors, administrators, heirs, and assigns do hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. I also hereby agree to save, hold harmless, and indemnify Releasees against any and all claims, including claims of negligence or failure to supervise, which the participant might bring against them as a result of his participation in the above activity.
4. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself and represent that I am financially able to do that. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_

### PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

In the event that he/she needs emergency medical care while participating in sports camp activities, I hereby voluntarily consent to the rendering of such care as may reasonably be needed in the professional judgment of authorized medical staff. I acknowledge that no guarantees have been made to me as to the effect of such care on my child's condition. It is understood that an agent of Releasees will contact me prior to (or immediately after if not reasonably possible prior to) such care being rendered.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_