



SPORT CLUB VISTING TEAM PARTICIPATION WAIVER

Visiting Team: _____ **Sport:** _____
Event Date: _____ **Event Location:** _____

1. The undersigned participant (hereafter referred to as "The Participant") understands and acknowledges that the activity, the use of equipment and facilities provided by Associated Students of SDSU and participation in the A.S. of SDSU Recreation Programs-Sport Clubs and related travel (hereafter referred to as "The Activity") involve risks such as but not limited to risk of physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss which might result from the activity itself, the acts of others or the unavailability of emergency care.
2. In consideration for The Participant being allowed to participate in The 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, California State University, the Trustees of the California State Universities, San Diego State University, Associated Students of San Diego State University and their employees, officers, directors, volunteers and agents (collectively "Released Parties") from any and all claims, including claims of the Released Parties negligence resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss the Participant may suffer because of participation in The Activity.
3. The undersigned acknowledges that they have the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment and facilities and to participate in the activity itself. The undersigned agrees that if they have any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or participate in the activity itself, then, they shall direct such questions to the appropriate Staff Member on site.
4. The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
5. I agree to hold the Released Parties harmless from any and all claims, including attorney's fees or damage to personal property that may occur as a result of participation in The Activity, including travel to, from and during The Activity. If the Participant needs medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that the Participant should carry their own health insurance.
6. 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.
7. The undersigned agrees to pay for any and all damages to any property of the Released Parties caused by the Participant whether negligently, willfully or otherwise.
8. **EMERGENCY TREATMENT CONSENT:** The undersigned hereby gives consent to medical treatment of the Participant in the event of an emergency.

9. **IMAGE RELEASE:** I give my consent for the Participant to be included in photographs, videos, slides, and movies taken in the facilities by student ts, staff, TV, Radio and/or other news media. I understand that pictures become property of Associated Students of SDSU, and might appear in promotional materials, publications, and social media.
10. **COVID-19 WARNING:** An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I shall assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness — including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after my participation in the Activity, and regardless of how caused or contracted — and I hereby waive any and all claims and potential claims against the State of California, the Trustees of the California State University, San Diego State University, Associated Students of San Diego State University and all of their officers, employees and agents — and against any companies affiliated with the State of California, the Trustees of the California State University, San Diego State University, Associated Students of San Diego State University and all of their officers, employees and agents — relating to such risks, hazards, and dangers.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability between me, the University, Auxiliary, Aztec Recreation and/or its employees, volunteers, agents or contractors, any of its affiliate organizations, and any other contracted facilities it uses, and I acknowledge its contents and agree to the terms, conditions, and contents fully of my own free will.

APPROVAL OF PARTICIPANT: I am The Participant named on this form. I have read and understand the agreement and I realize the agreement involves surrendering valuable legal rights. Nonetheless I agree to be bound by all of the terms of the agreement. I also give consent to the participation in The Activity by The Participant. My signature below signifies I confirm, understand, and acknowledge the information provided on this form.

[illegible]

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 AS/SDSU 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 two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

[illegible]