

For Office Use Only:

Swim Lesson Participant

*Santa Clara University*  
**RELEASE OF LIABILITY AND ASSUMPTION OF RISKS FOR USE OF  
DEPARTMENT OF ATHLETICS AND RECREATION FACILITIES AND PROGRAMS**

*Please Print*

Last name: \_\_\_\_\_ First: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ DOB: \_\_\_\_\_ Campus ID #: \_\_\_\_\_

In consideration for being permitted to utilize the fields, facilities, equipment, and campus recreation programs, which include but are not limited to aquatics, open recreations, intramural sports, club sports, fitness class and summer camp (hereinafter "Facilities and Programs") of Santa Clara University (hereinafter "SCU"), I hereby agree for myself, my heirs and my assignees as follows:

I acknowledge and understand that participation in Facilities and Programs entails risks to my person and property that no amount of care, caution, instruction or expertise can eliminate, and that I am participating with full knowledge of said risks. Occasionally, these risks include mortal or serious personal injuries, loss of property, property damage or severe social and economic loss as a consequence of not only my own actions, inaction or negligence, but the actions, inaction and negligence of others, as well as the conditions of the premises or equipment used. Additionally, I recognize that there may be other risks not known to me or not reasonably foreseeable at this time.

I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF LOSSES SUSTAINED WHILE UTILIZING THE FACILITIES AND PROGRAMS.

I hereby forever RELEASE, WAIVE AND DISCHARGE SCU, its officers, trustees, agents, employees, student employees and volunteers from any and all liabilities, claims, damages, demands or causes of action for personal injuries, loss of property, property damage, and death arising out of my use of and participation in Facilities and Programs.

I hereby certify that I do not suffer from any physical infirmity or chronic illness which would affect my ability to safely engage in the use of and participation in Facilities and Programs. I also understand that SCU does not provide health or accident insurance coverage for use of and participation in Facilities and Programs.

I expressly agree that the foregoing is intended to be as broad and inclusive as is permitted by the law of the State of California. I further agree that if a court should decide that any clause in this contract is invalid, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

I agree to abide by all facility policies and procedures which can be found at [www.scu.edu/recreation](http://www.scu.edu/recreation).

**I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I RECOGNIZE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I SIGN IT VOLUNTARILY.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian Signature required for minors less than 18 years of age

\_\_\_\_\_  
Date