

Santa Clara University

**RELEASE OF LIABILITY AND ASSUMPTION OF RISKS FOR USE OF
ATHLETICS & CAMPUS RECREATION FACILITIES AND PROGRAMS**

Please Print

Name:

Address:

Phone #:

DOB: **required for minors only*

Campus ID #

In consideration for being permitted to utilize the fields, facilities, equipment, campus recreation programs and special events, which include but are not limited to aquatics, open recreations, intramural sports, club sports, fitness classes 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 fatal 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, weather conditions, and conditions of the premises or equipment used. To the extent that I may use equipment belonging to SCU or others, I agree to inspect such equipment and personally determine that it is safe and suitable for the Facilities and Programs and to decline to use the equipment if I determine that it is not safe or suitable for such use. I recognize that access to Facilities and Programs may be limited due to measures imposed by authorities or deliberately and reasonably implemented by SCU to avoid exposures to disease if SCU reasonably believes there is a risk. 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 fatal or serious personal injuries, loss of property, property damage or severe social and economic loss arising out of my use of and participation in Facilities and Programs.

I grant SCU permission to copyright, use, reuse, publish, and republish any photograph/video taken of me during use of and participation in Facilities and Programs for any purposes of advertising, publicity, promotion, or education, without restrictions or limitations. I waive the right to approve photos or usage.

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 will be financially responsible for any medical attention needed as a result of use 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.

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

Parent/ Guardian Signature required for minors less than 18 years of age

Date