In consideration for my son, daughter or ward being permitted to utilize the fields, facilities, equipment, campus recreation programs and special events, which include but are not limited to aquatics and fitness classes (hereinafter “Facilities and Programs”) of Santa Clara University (hereinafter “SCU”), I hereby agree for myself or on behalf of my son, daughter or ward and my son, daughter or ward’s heirs and assignees, as follows:

I acknowledge and understand that participation in Facilities and Programs entails risks to person and property that no amount of care, caution, instruction or expertise can eliminate, and that I am allowing my son, daughter or ward to participate 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 son, daughter or ward’s own actions, inaction or negligence, but the actions, inaction and negligence of others, as well as the 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 on behalf of my son, daughter or ward 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. 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 son, daughter or ward’s 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 my son, daughter or ward does not suffer from any physical infirmity or chronic illness which would affect my son, daughter or ward’s ability to safely engage in the use of and participation in Facilities and Programs. I hereby confirm that my son, daughter, or ward is covered by medical insurance that will pay for medical services received and I also understand that SCU will not provide any financial assistance, in any manner whatsoever, for any injury or illness occurring while a participant in Program or during use of the Facilities.

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 HAVE READ THIS CONSENT FORM AND UNDERSTAND ITS TERMS. I EXECUTE THIS CONSENT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM THE PARENT OR LEGAL
GUARDIAN OF THE MINOR _______________________________ AND I AM SIGNING THIS RELEASE ON BEHALF OF SAID MINOR.

______________________________
Signature

______________________________
Date

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

______________________________
Date

updated: 10/15/18