RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

In consideration of the voluntary use, in any way, of the property, facilities, services, programs, activities, and events provided or sponsored by the Student Recreation Center (Runner Ride, Intramural Sports, Extramural Sports, Sport Clubs, Group Exercise, Personal Training, Fitness Advising, Climbing & Bouldering Rock, Outdoor Rec Adventure activities, Physical Sports, Weight & Cardiovascular Training, Dance, Martial Arts, Swimming, Yoga, Group Cycling, Special Events, any other programs and services sponsored by the Student Recreation Center, and any related travel), all of which are hereinafter referred to as the “Activity”:

I, the undersigned, on behalf of myself and my next of kin, heirs and representatives, release from all liability and promise not to sue the State of California, the Trustees of The California State University, California State University, Bakersfield and their employees, officers, directors, volunteers and agents (collectively “University”) and The Student Recreation Center and their employees, officers, directors, volunteers and agents (collectively “Auxiliary Organization”) from any and all claims, including claims of the University’s negligence or Auxiliary Organization’s negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other’s actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s).

I agree that I am solely responsible for any damages, injuries, or claims related to my participation in the Activity and I agree to hold the University and Auxiliary Organization harmless from any and all claims asserted related to my participation in the Activity, including attorney’s fees, damages to real or personal property, and physical or mental injuries to myself or third parties. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am aware of Section 1542 of the California Civil Code, and expressly agree to waive the protections, rights, and benefits arising under Section 1542, and to release all any and all claims that may arise against the University and Auxiliary Organization related to my participation in the Activity, including travel to, from, and during the Activity. Section 1542 of the California Civil Code states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

I am 18 years or older. I understand the legal consequences of signing this document, including: (a) releasing the University and the Auxiliary Organization from all liability; (b) promising not to sue the University and the Auxiliary Organization; and (c) assuming all risks of participating in this Activity. 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. I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Signature:

Participant Name (print): __________________________________________ CSUB ID: ______________________

Effective Date: __________ through 8/31/2016