Entered By_____ Date _____

# SPECIAL EVENT, CLASS & ACTIVITY WAIVER FORM

Mission Bay Aquatic Center/Associated Students of SDSU

**Group Name or Activity_____ Activity Date_____**

***required fields**

First Name*_____ Last Name*_____ M.I. _____

Date of Birth*_____ ☐ Male ☐ Female

Home Address*_____

City*_____ State*_____ Zip*_____

Cell/Primary Phone* (_____) _____ Other Phone (_____) _____

E-mail Address*_____

☐ I do not want to receive monthly eNewsletter

**Participant Type*** (choose one) *Our City lease requires that we track the affiliation of participants to SD area colleges.*

☐ General Public/Youth/None of the Below
☐ Current Student of: ☐ SDSU ☐ UCSD ID # _____
☐ Current Student **Other SD Area College** School_____ ID # _____
☐ Faculty/Staff at SD Area College School_____ ID # _____
☐ Alumni: ☐ SDSU ☐ UCSD ☐ USD
☐ Person with Disability/Accessible Watersports Participant

Emergency Contact Name* _____ Relation*_____

Phone* (_____) _____ Phone 2 (_____) _____

**PARTICIPANT WAIVER**

In consideration of the USE OF THE FACILITIES, EQUIPMENT OR OTHER PROPERTY AND/OR SERVICES OR ACTIVITIES (hereafter collectively referred to as "The Activities") of Mission Bay Aquatic Center, the undersigned AGREES as the participant (hereafter referred to as "The Participant") or legal guardian of The Participant to the following:

**1.RISK FACTORS.** The undersigned understands and acknowledges the participation in water sports and related activities of the Mission Bay Aquatic Center involves various physical risks such as but not limited to the following: RISK OF BODILY INJURY, DEATH, and/or PROPERTY DAMAGE.

**2.ASSUMPTION OF THE RISK.** The undersigned ASSUMES ANY AND ALL RISK INVOLVED IN OR ARISING FROM THE ACTIVITIES, including without limitation the risk of DEATH, BODILY INJURY, or PROPERTY DAMAGE resulting from collision; overturning; unavailability of emergency medical care; or the negligent or deliberate act of another person.

**3.ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The participant will be informed of the policies and procedures relating to The Activities and the undersigned understands that the safe and proper use of the facilities or property or participation in The Activities is dependent upon carefully following such policies and procedures.

**4.PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that The Participant has the requisite physical abilities, skills, qualifications and training necessary to properly and safely use the facilities or property or participate in water sports and related activities of the Mission Bay Aquatic Center. The undersigned agrees that if he or she has any questions as to what physical abilities, skills, qualifications, or training is necessary for The Participant to properly use the facilities, property, or participate in The Activities then they shall direct such questions to the organization or instructor supervising The Activities.

**5.RELEASE.** The undersigned RELEASES the State of California, Trustees of the California State Universities, the Regents of the University of California, the Associated Students of San Diego State University and all of their officers, employees, and agents and agrees NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expense arising

*****PLEASE SIGN OTHER SIDE*****

out of The Activities, including those based on death, bodily injury or property damage whether or not caused by the negligence or other fault of the parties being released.

**6.WAIVER.** The undersigned waives the protection afforded by any statue or law in any jurisdiction including California Code S 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

**7.INDEMNIFY AND DEFEND.** The undersigned agrees to INDEMNIFY AND DEFEND the State of California, the Trustees of the California State University, the Regents of the University of California, the Associated Students of San Diego State University and all of their officers, employees and agents (hereinafter jointly referred to as "indemnitee") against and hold them harmless from any and all claims, causes of action, damages, judgments, cost of expenses, including attorney fees which in any way arise from The Activities or this agreement and which include but are not limited to damages to or destruction of any property of the indemnitee or any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.

**8.PAY.** The undersigned agrees to pay for any and all damages to any property of indemnitee caused by The Participant either negligently, willfully or otherwise.

**9.LEGAL FEES.** In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breech hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and cost.

**10.REPRESENTATIVES.** The undersigned enters into this agreement on behalf of The Participant for himself, his heirs, assigns and legal representatives.

**11.ACKNOWLEDGEMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

**APPROVAL OF PARTICIPANT or APPROVAL OF LEGAL GUARDIAN OF PARTICIPANT** (if participant is under 18 years of age)

I am the participant or the legal guardian of the participant named earlier on this form. I have read and understand the agreement and I realize the agreement involves surrendering valuable legal rights of The Participant and of myself. I agree to be bound by all the terms of the agreement. I also give consent to the participation in water sports and related activities by The Participant. I also give my consent for The Participant to be included in photographs, videos, slides, and movies taken at the Center by students, 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 and publications:

## SIGN HERE X_____ _____

**Signature of participant -OR- signature of legal guardian of participant** **DATE**

**EMERGENCY TREATMENT CONSENT:** I am the participant, or legal guardian of the participant, named on the reverse side of this form. I have agreed to the participation in The Activities. I hereby give my consent to medical treatment for The Participant in case of a medical emergency.

## SIGN HERE X_____ _____

**Signature of participant -OR- signature of legal guardian of participant** **DATE**

**SWIM TEST VERIFICATION:** To participate in The Activities The Participant must be "watersafe" (be able to swim 100 yards and tread water for 5 minutes, or in the case of accessible events is able to turn face-up from a face-down position unassisted and float comfortably in the water wearing a lifejacket). I certify that The Participant is watersafe and can swim 100 yards and tread water for 5 minutes, or in the case of accessible events can complete the definition of watersafe listed above.

## SIGN HERE X_____ _____

**Signature of participant -OR- signature of legal guardian of participant** **DATE**