

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, \_\_\_\_\_ ("Participant"), hereby acknowledge that I have elected to participate in the \_\_\_\_\_ ("Activity/Program"), to be held in and around \_\_\_\_\_ (location) on \_\_\_\_\_ (date) to \_\_\_\_\_ (date). In consideration for being permitted to participate in the Activity/Program, I hereby acknowledge and agree to the following:

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with University of San Francisco ("USF") policies and procedures, including the "Non-Academic Student Conduct Code", which appears in the most current *Fogcutter Student Handbook*. I further agree to abide by all the rules and requirements of the Activity/Program. I grant USF the right to terminate my participation in the Activity/Program if it is determined that my conduct is detrimental to the best interests of the group or violates any rule of the Activity/Program.

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Activity/Program. I understand that as a Participant in the Activity/Program I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only USF's actions, inactions or negligence, but also the actions, inactions or negligence of others, conditions of equipment used, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the University of San Francisco, its directors, officers, employees and agents (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity/Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my participation in the Activity/Program, some of which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: exposure to communicable diseases; travel; consumption of food; weather conditions; criminal activities; negligent or willful acts of other participants; negligent first aid operations or procedures of Releasees:

[illegible]

and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES**, and assume full responsibility for my participation in the Activity/Program.

**COMMUNICABLE DISEASES :** By signing below, I assume the risk that I may be exposed to or infected by a communicable disease, including but not limited to, COVID-19, MPX, TB or Meningitis, by participating in the Activity/Program and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I do fully and completely assume any risks solely to myself, and accept full responsibility for my physical fitness to participate in this Program/Activity. In addition, I assume responsibility for adhering to all communicable disease prevention measures required by the site or by USF, and compliance with applicable city, county, state and national health orders. I assume responsibility for disclosure of symptoms, possible exposure, and/or positive results. I also acknowledge that it is my responsibility to review the course materials (if applicable) and to request further information if needed to make an informed participation decision. I understand that USF gives no assurances or warranties whatsoever as to my safety if I choose to participate in-person in this Activity/Program.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity/Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**CHOICE OF LAW/SEVERABILITY:** I hereby agree that this Agreement shall be construed in accordance with the law of the State of California and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

**HEALTH/SAFETY:** I am unaware of any health problems which preclude or restrict my participation in the Activity/Program. I have arranged, through insurance or otherwise, to pay for any medical costs while I participate in the Activity/Program. I understand and agree that USF is not obligated to attend to any of my medical or medication needs during the Activity/Program, and I assume all risk and responsibility therefore. If during the Activity/Program I require medical treatment or hospital care, USF is not responsible for the costs or quality of such treatment or care. **I agree that USF may, but is not obligated to, take any actions it considers necessary under the circumstances regarding my health and safety. I further agree to pay all expenses relating thereto and release USF from any liability for any actions it may take.**

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT,** AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Participant

Date

**Signature of Parent/Guardian for Participants under eighteen (18) years of age:**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Date