

University of San Francisco Young Minds at Work Day  
**RULES AND REQUIREMENTS, MEDICAL CONSENT,  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ ("Participant"), in consideration of being permitted to enter the University of San Francisco campus and surrounding areas anywhere on the University of San Francisco campus or otherwise, for any purpose, including but not limited to club sports, intramural sports, use of facilities or equipment, or participation in any activity ("Activity"), I hereby acknowledge and agree to the following:

**ELECTIVE PARTICIPATION:** I acknowledge that my participation is elective and that the Activity may be unsupervised. This event is being photographed and/or video recorded for archival, educational, and related promotional purposes. We also video stream many of these video recordings through the USF web site. By attending or participating in this event, you grant USF the full unrestricted rights to your photograph, voice and likeness in any manner or media whatsoever worldwide for educational marketing purposes

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

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Activity. I understand that as a participant in the Activity 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, **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, some of which may be dangerous and 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: injuries inherent to the Activity, travel; consumption of food; weather conditions; criminal activities; negligent or willful acts of other participants; negligent first aid operations or procedures of Releasees; 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 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, **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 aware of all applicable personal medical needs, and I am unaware of any health-related reasons or problems which preclude or restrict my participation in the Activity. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Activity. I understand and agree that USF is not obligated to attend to any of my medical or medication needs during the Activity, and I assume all risk and responsibility therefor. If during the Activity I require medical treatment or hospital care, in a foreign country or in the United States, 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.

**Permission to Photograph:**

Please select one of the following:\*

I HEREBY CONSENT TO AND AUTHORIZE THE USE AND REPRODUCTION, IN PRINT OR ELECTRONIC FORMAT, BY GOUSF AND EVENT VOLUNTEERS, OF ANY AND ALL PHOTOGRAPHS OF ME, OR MY CHILD(REN), WHICH HAVE BEEN WILL BE TAKEN DURING THIS ACTIVITY FOR ANY PUBLICITY PURPOSE, WITHOUT COMPENSATION.

I DO NOT WANT PHOTOGRAPHS TAKEN OF ME OR MY CHILD(REN).

**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 Releases as set forth in detail above.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date