

# SPECIAL EVENT, CLASS & ACTIVITY WAIVER FORM

Mission Bay Aquatic Center/Associated Students of SDSU

|   |                         |               |
|---|-------------------------|---------------|
| GROUP NAME OR ACTIVITY  |                         | ACTIVITY DATE |
| FIRST NAME  | LAST NAME               | BIRTHDATE     |
| ADDRESS   |                         |               |
| CITY  | STATE                   | ZIP           |
| CELL/PRIMARY PHONE  | EMAIL                   |               |
| EMERGENCY CONTACT NAME  | EMERGENCY CONTACT PHONE | RELATIONSHIP  |
| PARTICIPANT TYPE (choose one)<br><input type="checkbox"/> Current Student <input type="checkbox"/> SDSU <input type="checkbox"/> UCSD   School ID # _____  <br><input type="checkbox"/> Current Student Other SD Area College   School _____   ID # _____<br><input type="checkbox"/> Faculty/Staff at SD Area College   School _____   ID # _____<br><input type="checkbox"/> General Public/Youth/Unaffiliated <input type="checkbox"/> Person with Disability/Accessible Watersports Participant |                         |               |

## PARTICIPANT WAIVER

1. The undersigned participant (hereafter referred to as "The Participant") or legal guardian of The Participant understands and acknowledges that the activities of surfing, sailing, wakesports, windsurfing, paddling, marine science, related water sports, and beach activities (hereafter referred to as "The Activity") involve risks such as but not limited to risk of physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss which might result from the activity itself, the acts of others or the unavailability of emergency care.
2. In consideration for The Participant being allowed to participate in The Activity and/or use of the Premises or Facility, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue the State of California, the City of San Diego, the Trustees of the California State Universities, San Diego State University, Regents of the University of California, the University of California San Diego, the Associated Students of San Diego State University and their employees, officers, directors, volunteers and agents (collectively "Released Parties") from any and all claims, including claims of the Released Parties negligence resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss the Participant may suffer because of participation in The Activity.
3. The undersigned acknowledges that the Participant has the skills, qualifications, and physical ability to properly participate in The Activity and that The Participant is **"water safe" (able to swim 50 meters and comfortably tread water)**. The undersigned agrees that if he or she has any questions as to what skills, qualifications and physical ability is necessary to properly participate in The Activity, then they shall direct such questions to management.
4. I agree to hold the Released Parties harmless from any and all claims, including attorney's fees or damage to personal property that may occur as a result of participation in The Activity, including travel to, from and during The Activity. If the Participant needs medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that the Participant should carry their own health insurance.
5. 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.
6. The undersigned agrees to pay for any and all damages to any property of the Released Parties caused by the Participant whether negligently, willfully or otherwise.
7. **EMERGENCY TREATMENT CONSENT:** The undersigned hereby gives consent to medical treatment of the Participant in the event of an emergency.
8. **IMAGE RELEASE:** I 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, publications, and social media.

**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 on this form. I have read and understand the agreement and I realize the agreement involves surrendering valuable legal rights. Nonetheless I agree to be bound by all of the terms of the agreement. I also give consent to the participation in water sports and related activities by The Participant.

**SIGN HERE X** \_\_\_\_\_

Signature of participant -OR- signature of legal guardian if participant is under 18

DATE \_\_\_\_\_



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r.4/18/2018