

MISSION BAY AQUATIC CENTER
SPECIAL EVENT INDIVIDUAL USERS FORM

NAME _____ DATE _____
Last First

ADDRESS _____
No. & Street City State Zip

PHONE # (____)-____-____ E-MAIL _____

SCHOOL AFFILIATION (CIRCLE ONE)

1=SDSU 2=UCSD 3=USD 4=Other * (other college/university in SD County) 7=University Affiliated Event

If other, school name:* _____ **School ID# _____
(or youth group name) **REQUIRED**

Your affiliation with that school (circle one):

1=Student 2=Fac/Staff 3=Alumni 4=MBAC Adaptive Program
5=Immediate Family 6= Youth 7= University Affiliated Event

Please indicate both the year and quarter/semester of expected graduation, or if alumni,
last year attended: _____ YEAR _____ QTR./SEM

If Family, Eligible persons name and affiliation: _____

Notify in case of emergency (preferable relative-local phone number only):

Name _____ Address _____

City _____ State _____ Zip _____

Phone Day (____) _____ Evening (____) _____

SWIM TEST VERIFICATION:

To participate in these activities you must be "water-safe" (be able to swim 100 yards and tread water for 5 minutes).

I certify that I am "water-safe" and can swim 100 yards and tread water for 5 minutes:

SIGN HERE X _____

Terms and Conditions:

In consideration of the use of the property, facilities and/or services of the Mission Bay Aquatic Center the undersigned agrees as follows:

____ 1. **RISK FACTORS:** The undersigned understands and acknowledges that the activity involves various physical risks such as but not limited to the following: RISK OF BODILY INJURY, DEATH and/or PROPERTY DAMAGE, resulting from the use of water sports boats and equipment at MBAC.
INITIAL

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

SIGN OTHER SIDE ALSO

3. ACKNOWLEDGMENT OF POLICIES AND PROCEDURES. The undersigned acknowledges reading all of the policies and procedures relating to the activity and understands that the safe and proper use of the facilities or property or participation in the activity is dependent upon carefully following such policies and procedures.
4. PREREQUISITE SKILL AND TRAINING. The undersigned acknowledges that he or she has the prerequisite skills, qualifications and training necessary to properly and safely use the facilities or property or participate in the activity. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the facilities, property organization or instructor supervising the activity.
5. RELEASE. The undersigned RELEASES the State of California, trustees of the California State Universities, 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 expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the negligence or the other fault of the parties being released.
6. WAIVER. The undersigned waives the protection afforded by any statute 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 "indemnity") against and hold the harmless from any and all claims, causes of action, damages, judgements, cost or expenses, including attorney fees which in any way arises from the activity or this agreement and which include but are not limited to damages to or destruction of any property of the indemnity or any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnity, the undersigned or anyone else.
8. PAY. The undersigned agrees to pay for any and all damages to any property of indemnity caused by the undersigned 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 breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and costs.
10. REPRESENTATIVES. The undersigned enters into this agreement for herself/himself and his/her 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.

SIGN HERE X _____