

**ASSOCIATED STUDENTS OF SDSU/MISSION BAY AQUATIC CENTER
SPECIAL EVENT, CLASS & ACTIVITY WAIVER FORM**

Please Print

PARTICIPANT NAME _____ DATE OF BIRTH ____ - ____ - ____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
DAY PHONE: _____ CELL PHONE: _____
EMAIL: _____ DATE OF ACTIVITY: _____

LEGAL GUARDIAN NAME: _____ (If participant is under 18 years of age)

Notify in Case of Emergency (preferable relative):

NAME _____ RELATION _____

PHONE (DAY) (_____) _____ PHONE (EVE) (_____) _____

SWIM TEST VERIFICATION:

I certify that the participant named above is water safe (can swim 100 yards and tread water for 5 minutes, or in the case of accessible events able to turn face-up from a face-down position unassisted and float comfortably in the water wearing a life jacket) to participate in the water sports and the related activities of this event .

SIGN HERE X _____

Signature of participant

_____ DATE

- OR -

signature of legal guardian if participant is under 18 years of age or unable to sign

*****SIGN OTHER SIDE ALSO*****

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.

*****SIGN OTHER SIDE ALSO*****

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 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 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 "indemnitee") against and hold them harmless from any and all claims, causes of action, damages, judgements, 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 breach 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

_____ **DATE**

-OR-

Signature of legal guardian if participant is under 18 years of age or unable to sign

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

_____ **DATE**

-OR-

Signature of legal guardian if participant is under 18 years of age or unable to sign