



SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

RELEASE FROM LIABILITY

Event: _____ (the "Event") on [insert date of event and sponsor name]

Location:

Date:

In consideration of being allowed to participate in any way in the Event, I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that the risk of injury from the activities involved in the Event is significant, including the potential for a broken limb, paralysis and fatal injury, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury still exists;
2. I understand and acknowledge that the activities connected with the Event have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I expressly and voluntarily assume all risk of death or personal injury sustained while participating in the Event, whether or not caused by the San Mateo County Community College District, and its colleges, trustees, officers, officials, agents and/or employees, other sport participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event or activity (the "Released Parties").
3. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation;
4. I willingly agree to comply with the stated instructions and policies and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately;
5. I agree that I will not sue or make a claim against the Released Parties for damages or other losses sustained as a result of my participation in the Event;
6. I agree to defend, indemnify and hold the Released Parties harmless from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in the Event;
7. I will take full responsibility for, and hold harmless the Released Parties, for any injury that I may suffer or inflict upon others or their property as a result of my participation in the Event;

8. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and waive all my legal rights with respect to the Released Parties in connection with any and all injury, disability, death, or loss or damage to person or property, to the fullest extent permitted by law. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such liabilities which any may be incurred as the result of such claim.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE RELEASED ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES RESULTING FROM PARTICIPATION IN THE EVENT BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Date

(If participant is under the age of 18, parent/legal guardian signature)

I understand, agree and acknowledge that some activities may be of a hazardous nature and/or include physical and/or strenuous activity. Understanding this, I state that I have no medical condition or impairment that might inhibit my safe and active participation in the above listed activity. In addition, I understand that the University does not provide medical insurance coverage for activity participants and that any applicable medical insurance must be provided individually by such participants. In the case of injury or medical emergency and in the event participant, or their parent or guardian, cannot respond at the time of the emergency, the San Mateo County Community College District, acting through its employees or agents, has permission to seek, administer, or have administered whatever first aid or emergency medical care deemed necessary for participant's welfare, and it is understood that participant, and not the San Mateo County Community College District, shall be responsible for any and all charges for such health care services regardless of whether participant's medical insurance would cover such charges.

Further, the undersigned hereby certifies that he/she has sufficient personal health insurance to cover any activity related injury or illness.

By:

Participant's signature

Printed name of participant

Signature of Parent or Guardian if participant is under 18

Printed name of Parent or Guardian if participant is under 18