

Contract, Indemnification, Release and Waiver

ASI Sacramento State Aquatic Center includes physically and emotionally demanding activities. We want to make sure you understand the risk of injury before you decide to participate. It is required that you read the following **Legal Document**, very carefully, make sure you understand it, fill in all the spaces, and sign it before you, or your child begin our program. **No person or child will be allowed to participate without the properly filled out waiver and medical release forms.**

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING BELOW.

THIS AGREEMENT INCLUDES A RELEASE OF CLAIMS.

I am aware in signing this statement for participation in the Aquatic Center's **Youth Programs** that certain elements are physically and emotionally demanding. This program may include swimming, paddling, crawling, jumping, climbing, and other rigorous activities (i.e. sailing, windsurfing, canoeing, kayaking, rowing, water skiing, jet skiing, and beach volleyball) on the water or on the land. My child will be working with Aquatic Center Instructors and with others in their group. It is possible that he/she may be injured while participating in the youth program either because of their own conduct, conduct of others in the group, conduct of ASI Aquatic Center youth instructor, or the condition of the premises.

Therefore, I voluntarily elect to allow my child to participate and I affirm that he/she is free of health conditions that might create undue risk to my child or others that depend on them. My child is not under a physicians care for any undisclosed condition that bears upon his/her fitness to participate.

I agree to indemnify and hold harmless ASI Sacramento State Aquatic Center, their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in the youth programs. I further agree to release, acquit and covenant not to sue ASI Aquatic Center, for all actions, causes of action claims or damages including but not limited to, claims of negligence by Sacramento State or 3rd party, damages in law or remedies in equity of whatever kind.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be California and governed by California law. As liquidated damages, I hereby agree that if ASI Aquatic Center is forced to defend any action, lawsuit or litigation by myself, my executors, my heirs or on my families behalf, my heirs or executors and I agree to pay ASI Aquatic Center costs and attorney fees if they successfully defend such action, lawsuit or litigation. In signing this document for my minor child I agree to pay any and all cost and attorney fees incurred by Aquatic Center in the event that the Aquatic Center is forced to defend any action, lawsuit, or litigation brought by my minor child.

The terms of this agreement shall continue and be in effect after the camp is over. Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction the remaining paragraphs or parts shall remain in full force and effect.

I authorize and release to ASI Aquatic Center the use for any purpose of any photographic or video recorded image of the participant listed below.

I have adequate health, disability and life insurance for myself, and my family.

I hereby give permission for transportation to any medical facility or hospital, and I authorize for any qualified instructor or medical personnel to render necessary emergency medical care for the participant listed below.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this _____ day(s) of _____ (month) 200__.

(Date above must be the date of the youth program or summer camp or PARENTS NIGHT)

 Participant (print name)

 Guardian (print name)

 Participant Signature

 Date

 Guardian Signature

 Date

(Parent or legal guardian must sign for all persons under 18 years of age. Proof of age may be required)

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PHOTOGRAPHIC, VISUAL, AUDIO, IMAGE RELEASE

This agreement is given in consideration of my own or my child's photograph, image and or audio of said personal likeness being taken and possibly published on Internet Websites, Broadcasts, and other publications as released to or by California State University, Sacramento, herein the University, Associated Students, Inc. at Sacramento State as well as by the Sacramento State Aquatic Center.

WARNING AND ASSUMPTION OF RISK:

I understand that there are inherent risks associated with publication of my own or my child's photograph, audio and image of personal likeness on the Internet, in videos and in publications. These risks may include but not be limited to identity theft and wrongful assumption by others of my or my child's identity or who I or my child is and or danger to myself or my child.

I agree to assume these risks, whether known or unknown to me of permitting publication of my own or my child's photograph, image of personal likeness and or personal audio on the internet, in publications or in videos.

GRANT OF PERMISSION TO TAKE PHOTOGRAPHS, IMAGES AND PERSONAL AUDIO:

I grant permission to the University, Associated Students, and Sacramento State Aquatic Center and their employees and agents to take and use photographs, and visual/audio images of myself or my child for any legal purpose. Visual/audio images include any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. I grant this with the understanding that the University, Associated Students and Sacramento State Aquatic Center will not materially alter the original images. In accordance with this grant, I also waive my and my child's rights to inspect or approve finished images or electronic matter prior to publication and waive compensation for their use.

RELEASE:

On behalf of myself, my child and our heirs, I hereby waive, release and discharge any and all claims of damages for death, bodily injury, personal injury or property damage which I or my child may sustain, or which hereafter accrue to me or my child, against the Trustees of the California State University, California State University, Sacramento, Associated Students, Inc. and Sacramento State Aquatic Center as a result of my own or their own personal photograph(s), image of personal likeness or personal video/audio being published except for those liabilities, claims and costs arising from the sole active negligence of the above stated entities. This release is intended to discharge the University, its Trustees, Associated Students, Sacramento State Aquatic Center and their officers, employees, and volunteers, from and against any and all liability arising out of or connected in any way with publication of my own or my child's photograph(s), images of personal likeness, or personal video/audio, except for the related sole active negligence of these entities. It is further understood and agreed that this waiver, release and assumption of risk is entered upon behalf of my child and myself and shall be binding on my and their heirs and assigns.

ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have been fully informed of the risks and dangers involved in photographic publication of my own or my child's photograph, images of my/their personal likeness and video/audio.

I acknowledge that I have read, agree, and fully understand the above Warning, Waiver, Assumption of Risk and Release of Liability.

PARTICIPANT NAME (Print): _____

SIGNATURE (if 18 years old or older): _____ Date: _____

NAME OF PARENT LEGAL GUARDIAN: _____

SIGNATURE OF PARENT/LEGAL GUARDIAN: _____ Date: _____

Participant's Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____