

**RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO
PAY CLAIMS**

SF State Summer Youth Sailing and Paddling Program

Activity: _____

Activity Date(s) and Time(s): _____

Activity Location(s), Premises or Facility(ies): Lake Merced or Aquatic Park

I consent to my participation in the activity and acknowledge that I fully understand my participation may involve risk of serious injury or death, including losses which may result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of others, the condition of the facilities, equipment or areas where the activity is being conducted, and/or the rules of play of this type of activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and staff, before I sign this document and before the activity begins.

I certify that I am in good health and have no physical condition that would prevent participation in this activity. Furthermore, if I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance and agree to use my personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

I agree that photographs, pictures, slides, movies video, or other media coverage that may include me, may be taken in connection with my participation in the activity, without compensation from the State of California, the Trustees of the California State University, San Francisco State University, the SF State Department of Recreation, Parks & Tourism, the University Corporation, San Francisco State, and the officers, employees, volunteers, and agents of each of them, and consent to the use of photographs, pictures, slides, movies, videos, or other media coverage for any legal purpose.

Knowing and understanding the risks involved with participation in the activity, I hereby voluntarily and willingly assume responsibility for all risks and dangers associated with my participation in the activity. I agree I am financially responsible for any losses resulting from my actions and will indemnify the State of California, the Trustees of the California State University, San Francisco State University, the SFSU Department of Recreation, Parks & Tourism, the University Corporation, San Francisco State, and the officers, employees, volunteers, and agents of each of them, for any loss or damage I cause during his activity.

In consideration for being allowed to participate in this activity and/or use of the premises or facility, on behalf of myself and my next of kin, heirs and representatives, **I hereby waive all claims or causes of action against- / and release from all liability and promise not to sue-** the State of California, the Trustees of the California State University, California State University, San Francisco State University, the SFSU Department of Recreation, Parks & Tourism, and their employees, officers, directors, volunteers and agents (collectively "University") and the University Corporation, San Francisco State and their employees, officers, directors, volunteers and agents (collectively "Auxiliary Organization") from any and all claims, **including claims of the University's or Auxiliary Organization's negligence** resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss I may suffer because of my participation in this activity, including travel to, from and during the activity, as I am aware of the risks associated with traveling to, from the activity as well as the of the condition of the activity location. **Nonetheless, I assume all related risks, both known or unknown to me, concerning my participation in this activity, including travel to, from and during the activity.**

I agree to hold the University and Auxiliary Organization harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this activity, including travel to, from and during the activity.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University and the Auxiliary Organization from all liability, (b) promising not to sue the University and the Auxiliary Organization, (c) and assuming all risks of participating in the Activity, including travel to/from and during the Activity.**

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.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participation Signature: _____

Participant Name (Print): _____ Date: _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University and the Auxiliary Organization from all liability on my and the Participant's** understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Participant's Parent/Guardian

Name of Minor Participant's Parent/Guardian (Print)

Date

Minor Participant's Name