

Attachment 3

Release, Waiver and Assumption of Risk





Release, Waiver and Assumption of Risk

Name of Event: FRESNO STATE BASKETBALL CAMP (hereinafter "Event")

Date of Event: June 28 - July 1, 2010

This is a legally binding release, waiver and assumption of risk made by me _____ (hereinafter "I" or "Participant"), to California State University, Fresno (hereinafter the "University"). I wish to participate in the above Event on the date(s) indicated and I hereby agree as follows:

1. I acknowledge and understand that as part of my participation in this Event there are dangers, hazards and inherent risks to which I may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. The dangers, hazards and risks may arise from my own actions, inactions, or negligence as well as from the actions, inactions or negligence of others, or the condition of the premises. I also acknowledge and understand that there may be other dangers, hazards or risks not presently known or reasonably foreseeable. Participation in the Event includes travel to and from the Event.
2. To the extent that I engage in activities that are not a part of the Event and from which I may sustain personal injury or other damage to myself or property, or cause others to be injured or sustain other damage, including damage to their property, I understand that the University and its employees, agents, volunteers or assigns will not be held responsible.
3. In consideration of the right to participate in the Event, I agree to assume all dangers, hazards and risks arising from my participation in the Event. This agreement is binding on my heirs and assigns.
4. I agree that in connection with my participation in the Event, to adhere to all of the policies and procedures of the University, jurisdictional laws and ordinances, laws of the State of California and of the United States government. If I fail to adhere to the above-stated policies, procedures, and/or ordinances and laws, I will be responsible for any injuries and/or damages that may result. Further, if I fail to adhere to the above-stated policies, procedures, and/or ordinances and laws, this failure may result in my dismissal from the Event.

5. In the event of an accident or serious illness, I hereby authorize the University to obtain medical treatment for me and on my behalf. I hereby hold harmless and agree to indemnify the University from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment.

6. I hereby release, indemnify and hold harmless the University, and their officers, trustees, employees, volunteers, assigns, successors, and/or agents, from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that I may suffer, for which I may be liable to any other person, that may or does arise out of my participation in the Event.

7. I acknowledge that prior to signing this release, waiver and assumption of risk, I have had an adequate opportunity to read it and any questions I had were directed to the University and have been answered to my satisfaction.

Signature of Participant

Date

Printed Name of Participant

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. I have read and understand the foregoing release, waiver and assumption of risk (including such parts as may subject me to personal financial responsibility); I hereby consent to Participant's participation in the Event; I am and will be legally responsible for the obligations and acts of Participant as described in this release, waiver and assumption of risk; and I agree to be bound by the terms of this release, waiver and assumption of risk.

Signature of Minor Participant's Parent/Guardian

Date

Minor Participant's Name