

201051



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July 23, 2010

MEMORANDUM

TO: CSU Presidents

FROM: Charles B. Reed
Charles B. Reed
Chancellor

SUBJECT: California State University –
Use of Approved Waiver of Liability
Executive Order No. 1051

Attached is a copy of Executive Order No. 1051 relating to the use of waivers of liability as an integral instrument to promote safety and mitigate liability throughout the California State University system. This executive order is in response to a recommendation in the Systemwide Athletics Administration audit, 07-40.

In accordance with policy of the California State University, the campus president has the responsibility for implementing executive orders where applicable and for maintaining the campus repository and index for all executive orders.

If you have questions regarding this executive order, please call Ms. Charlene M. Minnick, Assistant Vice Chancellor – Systemwide Risk Management & Public Safety at 562-951-4580.

CBR/ztg

Attachment

c: CSU Vice Chancellors
Office of General Counsel
CSU Executive Staff
CSU Provosts/Vice Presidents, Academic Affairs
CSU Risk Managers

THE CALIFORNIA STATE UNIVERSITY
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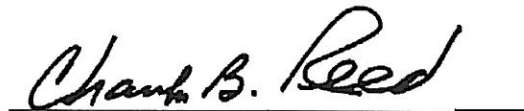
Executive Order: 1051
Effective Date: September 1, 2010
Title: California State University use of Approved Waiver of Liability

This executive order is issued pursuant to authority of Chapter II.d of the Standing Orders of the Board of Trustees of the California State University. Through adoption of the following statement of policy, the California State University recognizes the use of waivers of liability as an integral instrument to promote safety and mitigate liability throughout the California State University system.

Executive Order 715 Risk Management Policy, includes policies and practices designed to minimize the adverse effects of losses experienced by the California State University. Executive Order 715 indicates that a campus risk management policy should include methods of controlling risks. One such method of controlling risk is the use of third party waivers.

Use of the Approved Waiver of Liability

To facilitate a uniform and consistent application of risk control on all campuses in the California State University System, a single waiver has been developed for use in all campus planned or sponsored events. Attached to this executive order is the release.



Charles B. Reed, Chancellor

Dated: July 23, 2010

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

Activity: _____

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

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I **release from all liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, [campus name] and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to **hold** the University **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. If the University incurs any of these types of expenses, I agree to reimburse the University. 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.

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

Participant 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 from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity.** I allow Participant to participate in this Activity. I 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