

## CALIFORNIA STATE UNIVERSITY, LONG BEACH FOUNDATION

**Release and Waiver of Liability and Indemnity Agreement**

Read Carefully Before Signing. This is a Release of Legal Rights.

In consideration of being permitted to participate in any way in the **Championship Track & Field Open Development Clinics** program indicated below and/or being permitted to enter for any purpose any restricted area (herein defined as any area where admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be unsafe; I will immediately take all precautions to avoid the unsafe area and refuse to participate further.

2. I/WE fully understand and acknowledge that:

(a) There are risks and dangers associated with participation in **Championship Track & Field Open Development Clinics** events and activities, which could result in bodily injury partial and/or total disability, paralysis and death.

(b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

(c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including but not limited to, the Releasees named below.

(d) There may be other risks not known or are not reasonable foreseeable at this time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. I/WE hereby release, waive, discharge and covenant not to sue The State of California; the Trustees of the California State University; California State University, Long Beach; and California State University, Long Beach Foundation; Associated Students, Inc. and the 49'er Shops, and each of their trustees, officers, employees, and volunteers all for the purposes herein referred to as "Releasee" from all liability to the undersigned, my/our personal representatives assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.

5. I/WE hereby acknowledge that the activities of the event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.

6. Each of the undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

7. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant execute this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money, which they have paid to the participant, or on his behalf, and hold them harmless.

8. In the event of illness or injury, I do hereby consent to all x-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment, hospital care and emergency transportation considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services.

I have read this release and waiver of liability, assumption or risk and indemnity agreement fully, understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

**Championship Track & Field Open Development Clinics**

Activity or Event

Date

Participant Signature

Street Address of Participant

Name of Participant (Please Print)

City, State, Zip of Participant