



**WAIVER OF CLAIMS AND
RELEASE FROM LIABILITY
CANYON DAY/CANYON CLASSROOM ACTIVITIES
ACTIVITY DATE: _____**

The undersigned, for myself, my heirs, executors, administrators, successors and assigns, hereby forever waives all existing or future claims or causes of action against the San Diego Community College District and its officers, agents and employees, for injury, accident, death, or damage occurring during or by reason for participation in Canyon Day/Canyon Classroom activities on the Mesa college campus on _____, and further agrees to defend and indemnify the San Diego Community College District and its officers, agents and employees against any claims, liabilities, costs or losses resulting from or as a consequence of said participation, except for any claims, liabilities, costs or losses caused by the sole negligence or willful misconduct of the San Diego Community College District and its officers, agents or employees.

In agreeing to this waiver of all existing or future claims or causes of action, the undersigned has read and is aware of California Civil Code section 1542 which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

With full knowledge of the foregoing code section, the undersigned elects to and does assume all risks for claims, known or unknown, occurring during or by reason of involvement in Canyon Day/Canyon Classroom activities and expressly releases the San Diego Community College District and its officers, agents and employees from all liability, except as otherwise stated herein.

PHOTO RELEASE: I, the undersigned, hereby grant San Diego Mesa College, its legal representative and assigns (including but not limited to clients, publications and agencies), irrevocable permission to publish in any manner, including (but not limited to) calendars, advertisements, periodicals, and greeting cards. I will hold harmless the aforementioned photographer and his/her legal assigns and representative, from any liability by virtue of distortion or alteration, unless it can be proven that such alterations and/or distortions were done with malicious intent. I have read and fully understand the contents of this release. I declare that I am 1) over the age of 18 years, and am fully competent to sign this release on my own behalf, or 2) I am signing authority for a minor child as his/her legal guardian.

Participant Name (Please print) _____

Age: _____ School: _____

Date

Signature of Participant or Parent/Legal Guardian