

SAN DIEGO COMMUNITY COLLEGE DISTRICT INDIVIDUAL RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the San Diego Community College District's [(description of program i.e. intercollegiate sport, particular course, etc.)] commencing on _____, 20__ and ending on _____, 20__ (the "Activity") and to use District facilities and/or those facilities not owned by, but made available through the District in conjunction with the Activity (collectively referred to herein as "District Facilities"), the undersigned, on behalf of himself or herself, and on behalf of any minors in the legal custody of the undersigned, and on behalf of the undersigned's personal representatives, heirs, assigns and next of kin, agrees to the following:

1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Diego Community College District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss or theft of personal property, property damage, economic loss or death which may occur as a result of the below named participant's ("Participant") presence during or participation in the Activity and/or use of any District Facilities and/or District equipment while participating in the Activity, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. This release extends to the owner of any facility on which Activity activities occur.
2. The undersigned hereby agrees to indemnify and save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the Activity and/or the Participant's use of the District Facilities and/or any District equipment in conjunction with the Activity. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.
3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the Activity. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the Activity, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the Activity. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. This covenant is intended by the parties to be a waiver of California Civil Code Section 1542 which reads 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."

7. To the extent Participant is volunteering in the Activity, Participant understands and acknowledges that, as a volunteer, they are offering their services of their own free will without any expectation of compensation, benefits, or insurance of any kind from District.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

IF UNDER 18 YEARS OF AGE, THE SIGNATURE OF A PARENT OR LEGAL GUARDIAN IS REQUIRED.

If Under 18 Years of Age:

Participant: _____ Participant's Address: _____
Print Name

Date of Birth: _____ Telephone: _____

I Have Read And Understand This Release:

Parent/Guardian (Print Name)

Signed: _____ Date: _____
Parent/Guardian

Parent/Guardian's Address:

Emergency Contact:

Name/Phone

If Over 18 Years of Age:

I Have Read And Understand This Release:

Participant (Print Name)

Signed: _____

Date: _____

Participant's Address:

Telephone: _____

Emergency Contact Name/Phone _____