

# WAIVER 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 the above-referenced Activity, on behalf of myself and my next of kin, heirs, representatives, and assigns, I hereby release, waive, and discharge from all liability and promise not to sue the State of California, the Trustees of The California State University, California State University, Sacramento, Associated Students of California State University, Sacramento, State of California, through its department of Parks and Recreation and their employees, officers, directors, volunteers and agents (collectively the "University), and their employees, officers, directors, volunteers and agents from any and all liabilities or claims, including claims of the University's negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, property loss, or economic or emotional loss I may suffer because of my participation in the 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 the Activity, including any associated use of University facilities or premises and any travel to, from and/or during the Activity.

I agree to indemnify and hold the University, Auxiliary Organization, the California Department of Parks and Recreation, and the United States Bureau of Reclamation harmless from any and all claims, actions, suits, costs, expenses, and liabilities for any injuries to myself and for any damage to my property or possessions that arise out of or arise from my participation in the Activity, including any injury or damage that occurs during the use of University facilities or premises and any travel to, from and/or 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, the Auxiliary Organization, the California Department Parks and Recreation and the United States Bureau of Reclamation from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in the Activity, including travel to, from and during the Activity.

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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.

[In the event that any foreign language translation of this document has been attached hereto by the University, the English language version of this document shall be the authoritative version. The English language version shall be controlling in all respects and shall prevail in case of any inconsistency with the translated version].

I have read this document in its entirety, fully understand its terms, and acknowledge that I am signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to me.

| Participant Signature:   |   |
|--|---|
| Participant Name (print):  | Date:   |
| Participant Signature:   |   |
| Participant Name (print):  | Date:   |
| Participant Name (minor):  | Birth Year:   |
|  |   |
| If the Participant is under 18 years old:                          |   |
| I, the parent/legal guardian of the Participant is the Participant | dentified above hereby agree to all of the above on behalf of |
| Parent/Guardian Name (print):                                      |   |
| Parent/Guardian Signature:   | Date:   |

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### ASSOCIATED STUDENTS INC. PHOTOGRAPHIC, VISUAL, AUDIO, IMAGE RELEASE

This agreement is given in consideration of my own or, if applicable, my child's photograph, image and or audio of said personal likeness being taken and possibly published on Internet Websites, Broadcasts, and other publications as released to or by California State University, Sacramento, hereinafter the University, and Associated Students of California State University, Sacramento, hereinafter Associated Students, Inc.

#### WARNING AND ASSUMPTION OF RISK:

I understand that there are inherent risks associated with publication of my own or my child's photograph, audio and image of personal likeness on the Internet, in videos and in publications. These risks may include but not be limited to identity theft and wrongful assumption by others of my or my child's identity or who I or my child is and or danger to myself or my child. I agree to assume these risks, whether known or unknown to me of permitting publication of my own or my child's photograph, image of personal likeness and or personal audio on the internet, in publications or in videos.

#### GRANT OF PERMISSION TO TAKE PHOTOGRAPHS, IMAGES AND PERSONAL AUDIO:

I grant permission to the University and to Associated Students, Inc., and their employees and agents to take and use photographs, and visual/audio images of myself or my child for any legal purpose. Visual/audio images include any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. I grant this with the understanding that the University, and Associated Students Inc. will not materially alter the original images. In accordance with this grant, I also waive my and my child's rights to inspect or approve finished images or electronic matter prior to publication and waive compensation for their use.

#### **RELEASE:**

On behalf of myself and/or my child and our heirs, I hereby waive, release and discharge any and all claims of damages for death, bodily injury, personal injury or property damage which I or my child may sustain, or which hereafter accrue to me or my child, against the State of California, the Trustees of the California State University, California State University, Sacramento, and Associated Students, Inc. as a result of my own or their own personal photograph(s), image of personal likeness or personal video/audio being published except for those liabilities, claims and costs arising from the sole active negligence of the above stated entities. This release is intended to discharge the State of California, the University, the California State University Trustees, Associated Students, Inc., and their officers, employees, directors, agents and volunteers, from and against any and all liability arising out of or connected in any way with publication of my own or my child's photograph(s), images of personal likeness, or personal video/audio, except for the related sole active negligence of these entities. It is further understood and agreed that this waiver, release and assumption of risk is entered upon behalf of my child and myself and shall be binding on my and their heirs and assigns.

#### **ACKNOWLEDGEMENT AND AGREEMENT**

I acknowledge that I have been fully informed of the risks and dangers involved in photographic publication of my own or my child's photograph, images of my/their personal likeness and video/audio. I acknowledge that I have read, agree, and fully understand the above Warning, Waiver, Assumption of Risk and Release of Liability.

| PARTICIPANT NAME (Print):     |                               |      | _           |
|-------------------------------|-------------------------------|------|-------------|
| SIGNATURE (if 18 years old or | Date:                         |      |             |
| NAME OF PARENT LEGAL GUA      | RDIAN (if 18 years or younger | r):  | <del></del> |
| SIGNATURE OF PARENT/LEGA      | ounger): Date: _              |      |             |
| Participant's Address:        |                               |      |             |
| City:                         | State:                        | Zip: |             |
| Email:                        | Phone:                        | :    |             |

(Parent or legal guardian must sign for all persons under the age of 18. Proof of age may be required.)





# YOUTH RULES, REGULATIONS, AND POLICIES FOR **DISCIPLINARY ACTION AND DISMISSAL**

### A. Offenses calling for immediate dismissal from the program with no refund of money include:

- Possession of any weapon or dangerous instrument. (May include but not limited to firearms, knives, or other sharp objects)
- Physical assaults or any act that shows substantial threat to harm or endanger the safety of 2. otners. (NO FIGHTING OR ROUGH-HOUSING OF ANY KIND IS PERMITTED!)
- Any substantial threat to destroy property, or use of equipment without permission from the camp instructor. Possession or consumption of alcoholic beverages or drugs. 3.
- 4.
- Disrespectful behavior will not be tolerated!

## B. Disciplinary action will be taken against students for:

- Misbehaving, disrupting the class, or bothering fellow students.
- Abusing and/or not taking proper care of the equipment.
- Not listening to the instructor and not following instructions.

# C. Procedures taken following dismissal:

- The student/camper will be escorted to the office. A supervisor will call the parent and tell themthe situation, ask them to come pick up the student/camper.
- The student will not be allowed to return to camp.

#### **D.** Procedures for disciplinary action:

- There will be one verbal warning to the student/camper. If the student continues the same behavior, they will be asked to sit out the lesson.
- The student will only be allowed back into class when they ask to return, and the problem has been found and is recognized, acknowledged, and resolved.
- There is no specified time period the student must sit out it is up the student and instructor.

## Please have the camper sign below when he or she has read the Aquatic Center Rules and Regulations.

- Life jackets are required at all times when on the water or on the docks.
- Dock Fights and water wars or pushing other children are not allowed on the docks at any time.
- No running! Please walk for your own safety.
- Do not feed or chase the geese!
- All students must wear summer sandals (Teva type shoe) with a heel strap. Bare feet are not permitted!
- No throwing or skipping rocks allowed.
- Sunscreen must be applied in the morning and at lunch time.
- DRINK A LOT OF WATER! T-TEST (Tinkle Test) In an eight hour day every child must go "potty" at least four times to ensure their hydration.

| Camper's Signature: |       |
|---------------------|-------|
|                     |       |
| Parent's Signature: | Date: |





# **MEDICAL CONSENT FORM**

Dear Parent/Guardian

Your child is below the legal age of consent (18 years of age). The law requires that we have your permission to give medical service should the need arise. Your signature on the consent form will authorize us to proceed with the care of the lesser types of medical problems that may occur. In the event of any major health problems, we will notify you as promptly as possible and follow your instructions. If we are unable to contact you or your alternative listed below, your child will be taken to the nearest emergency room facility.

| Name of Child:                    |                                 | Age:                               |
|-----------------------------------|---------------------------------|------------------------------------|
| Address:                          |                                 |                                    |
| City:                             | State:                          | Zip Code:                          |
| Date of Birth:                    | Email:                          | <u> </u>                           |
| Home Phone:                       | Other Phone:                    |                                    |
| Parent's Name:                    | Mobile Phone:                   |                                    |
| Parent's Name:                    | Mobile Phone:                   |                                    |
|                                   | IN CASE OF AN EM                | ,                                  |
|                                   | TACT IF PARENTS OR O            | GUARDIAN CAN NOT BE REACHED.       |
|                                   |                                 | Home Phone:                        |
| Relationship:                     |                                 | Cell Phone:                        |
| Name:                             |                                 | Home Phone:                        |
| D 1 (' 1'                         |                                 | Cell Phone:                        |
|                                   |                                 |                                    |
| Name: Relationship:               |                                 | Home Phone:                        |
| allergies to drugs, heart trouble | , epilepsy, diabetes, physica   | l disability etc?) Please specify. |
|                                   |                                 |                                    |
| Should there be any limits on h   | is/her physical activity? If so | o, what are they?                  |
|                                   |                                 |                                    |
| Has your child had any serious    | illness in the last three years | s? If yes, please explain:         |
|                                   |                                 |                                    |
|                                   |                                 |                                    |
|                                   |                                 | Continue on back                   |





| At the present time, is your child under a doctor's care? If yes, for what?   |
|---|
| Is your child taking any medications or behavioral drugs at this time?  If yes, please explain:   |
| Can we contact your doctor for medical reports? Yes No Doctor: Phone: Hospital:   |
| When was the last time your child had a complete physical examination?  Date: Phone:  |
| Name of the Insurance Company: Phone Number: Patient Record Number: Policy Number: Billing Info:  |
| Please list any other information of importance.  |
|   |
| I do hereby authorize the performance of medical examinations and necessary treatments (including test, x-rays drugs, etc) as may be deemed advisable or necessary by the physician in attendance. This consent shall be in effect for the period of time that my son or daughter participates in Associated Students Incorporated sponsored activities. If an emergency arises requiring a major surgical procedure, the camp director will attempt to reach me and to be guided by my wishes: but if I cannot be reached, I authorize the attending physician to act as medical judgment may dictate. |
| Parent's/ Guardian's Signature: Parents Email: Date of Consent:   |