

COVID-19 RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND PROMISE NOT TO SUE

Activity: _____

Date/Term of Activity: _____ **Activity Location:** _____

CUSTOMER has voluntarily elected to participate in above referenced activity (hereinafter referred to as the "ACTIVITY"). CUSTOMER is free to opt-out of ACTIVITY at any time and inform the Associated Students, Inc. of that decision.

DISCLOSURES

In electing to participate in the ACTIVITY, CUSTOMER understands, recognizes and has taken into account the following:

- The ACTIVITY may require and involve direct contact, including physical contact, with other individuals present at the facility.
- There has existed and continues to exist a nationwide pandemic commonly referred to as the COVID-19 pandemic.
- COVID-19 is highly contagious and capable of widespread person-to-person transmission.
- During the ACTIVITY, CUSTOMER may come into direct or close contact with individuals at the facility who have contracted COVID-19 or who might otherwise be contagious.
- During the ACTIVITY, CUSTOMER may be exposed to and/or contract COVID-19.
- There is and can be no guarantee that CUSTOMER will not be exposed to or contract COVID-19 during the ACTIVITY.
- Associated Students, Inc., and California State University, Sacramento, makes no representations and can give no assurances about the degree to which CUSTOMER may be exposed to COVID-19 during the ACTIVITY.
- Associated Students, Inc. and California State University, Sacramento makes no representations and can give no assurances about the risk or probability that CUSTOMER may contract or transmit COVID-19 during the ACTIVITY.
- Associated Students, Inc. and California State University, Sacramento makes no representations and can give no assurances about the practices, measures or methods employed or adopted by the facility related to the COVID-19 pandemic, or the sufficiency and adequacy of those practices, measures or methods.
- Notwithstanding any practices, measures or methods employed or adopted by the facility, there will still be a risk and possibility of contracting or transmitting COVID-19 during the ACTIVITY.

ASSUMPTION OF RISK

CUSTOMER is voluntarily participating in the ACTIVITY at this time, notwithstanding the COVID-19 pandemic.

CUSTOMER is aware of the risks associated with the pandemic which includes but are not limited to physical or psychological injury, pain, suffering, contagiousness, illness, temporary or permanent disability, economic or emotional loss, and/or death.

CUSTOMER understands that these injuries or outcomes may arise from CUSTOMER's own or other's actions, inaction, or negligence.

CUSTOMER expressly and without qualification agrees to assume, and does assume, sole responsibility for all risks, known or unknown, relating to the COVID-19 pandemic associated with or attributable to the



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ACTIVITY.

RELEASE AND PROMISE NOT TO SUE

The term "UNIVERSITY" means and refers to the State of California, the Trustees of The California State University, California State University, Sacramento and their employees, officers, directors, volunteers and agents.

In consideration for being allowed to participate in the ACTIVITY, CUSTOMER (on behalf of CUSTOMER and CUSTOMER's next of kin, heirs and representatives):

- (1) **Releases and discharges Associated Students, Inc. and UNIVERSITY** from any and all actions, claims, causes of action and liability, including claims of negligence, that in any way are related to, based on, or involve the COVID-19 pandemic and the ACTIVITY; and,
- (2) **Agrees and promises not to sue or assert** any action, claim, or cause of action against Associated Students, Inc. and the UNIVERSITY that in any way relates to, is based on, or involves the COVID-19 pandemic and the ACTIVITY.

ACKNOWLEDGMENTS

CUSTOMER understands the legal consequences of signing this document, including (a) releasing Associated Students, Inc. and the UNIVERSITY from liability relating to the ACTIVITY and the COVID-19 pandemic, (b) promising not to bring claims against Associated Students Inc. and the UNIVERSITY relating to the ACTIVITY and the COVID-19 pandemic, (c) and assuming sole responsibility for all COVID-19 pandemic risks relating to, arising out of or associated with the ACTIVITY.

CUSTOMER understands that this document is written to be as broad and inclusive as legally permitted by and under California law. CUSTOMER agrees that if any portion is held invalid or unenforceable,

CUSTOMER will continue to be bound by the remaining terms.

CUSTOMER understands and acknowledges that CUSTOMER may discuss and review this document with an attorney before signing it.

CUSTOMER has read and understands this document and is signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to CUSTOMER.

CUSTOMER Signature: _____

CUSTOMER Name (print): _____ Date: _____

If CUSTOMER is a minor, parent or guardian must also sign below.

Minor Name: _____

Minor Date of Birth : ____ / ____ / ____

Parent/Guardian Signature: _____

Parent/Guardian Name (print): _____ Date: _____