<u>SRWC Docs</u> (for Climbing and Swimming)

This release form will need to be presented when checking in to climb or swim at the SWRC center and will be exchanged for a specific wristband:

SRWC Consent Form – Climbing & Swimming

RESERVATION # 66775
Office Use

ASI Recreation - CALIFORNIA STATE UNIVERSITY, LONG BEACH
RELEASE FROM LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK, AGREEMENT TO PAY CLAIMS AND ACTIVITY AGREEMENT

In consideration for being allowed to participate, in any way, in the facilities, services, programs, equipment, activities, and events, including air and/or ground participation, of ASI Recreation (collectively "Activity"), on behalf of myself and my next of kin, heirs and representatives, **I release from all liability and promise not to sue** the State of California, the Trustees of the California State University, California State University, Long Beach, and their employees, officers, directors, volunteers and agents (collectively "University") and the Associated Students, CSULB and their employees, officers, directors, volunteers and agents (collectively "Auxiliary Organization") from any and all claims, **including claims of the University's or Auxiliary Organization's negligence** resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in the Activity. I am aware of the risks associated with traveling to, from and participating in the 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, death and/or property damage. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, 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 this Activity, including travel to, from and during the Activity.**

I agree to hold the University and Auxiliary Organization harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. 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 agree and understand that I am a currently enrolled CSULB student paying USU fees, non-enrolled "continuing" student , associate member, or affiliated member (collectively "Member") as defined by USU policies. If at any time I am an enrolled student paying USU fees and I am no longer enrolled, my participation in the Activity will be automatically terminated.

The Member, dependent children of the Member, and all guests of the member agree(s) to comply with all current USU Policies, Procedures, all posted rules and or instruction from the Activity's staff. Member also acknowledges the Policies and Procedures may be revised, supplemented or amended at the discretion of the University Student Union.

I grant permission to Associated Students and University to take and use visual/audio of me. Visual/audio images are any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. Associated Students and University will not materially alter original images. I agree that Associated Students and University owns the images and all rights related to them. The images may be used in any manner or media without notifying me, such as Associated Students and University sponsored websites, publications, promotions, broadcasts, advertisements, posters and theater slides, as well as non Associated Students and University uses. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with the, or be compensated for them. I release Associated Students and University, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages, or liability which I may ever have in connection with the taking of use of the images or printed material used with the images.

The Associated Students, CSULB or the California State University-Long Beach reserves the right to suspend or terminate use privileges upon written notice.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University and the Auxiliary Organization from all liability, (b) promising not to sue the University and the Auxiliary Organization, (c) and assuming all risks of participating in the Activity, including travel to/from and during the Activity.**

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.

I have read this document, and I am signing it freely. **No other representations concerning the legal effect of this document have been made to me.**

Name (please print):_____ CSULB ID#: _____

Signature: _____ Date: _____

<u>If Participant is under 18 years of age</u>

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University and the Auxiliary Organization from all liability on my and the Participant's behalf, (b) promising not to sue on my and the participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to/from an during the Activity.** I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document. I have read this two-page document, and I am signing it freely. **No other representations concerning the legal effect of this document have been made to me.**

Name of Parent/Legal Guardian (please print):_____

Signature: _____ Date: _____