

HSU STUDENT RECREATION CENTER

Fitness Center/Strength Training

For Office Use Only

Date: _____

Entered By: _____

First Name: _____ Middle Initial: _____ Last Name: _____

Email Address: _____ Phone Number: _____

Date of Birth: _____ HSU ID Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Emergency Contact Name: _____ Phone Number: _____

I am familiar with the fitness center equipment and waive the standard orientation provided by SRC staff.

RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

1. In consideration for being allowed to use the Humboldt State University Center Student Recreation Center – Fitness Center, 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, Humboldt State University, Humboldt State University Center and their employees, officers, directors, volunteers and agents (collectively “Releasees”) from any and all claims, **including claims of the Releasees negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my enrollment or participation in the class, instruction, other activity or use of the Fitness Center facilities.

2. I am voluntarily participating in this Activity/Instruction and use of the facility. I am aware of the risks associated with this Activity/Instruction/Facility Use, 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; 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.**

3. I agree to **hold** the University **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 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.

4. I hereby assume full responsibility and risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise arising out of class, instruction or other activity. I understand that there are certain risks and dangers that may occur, including but not limited to: exposure to personal injury; injuries such as scratches, bruises, sprains and strains, eye injuries, joint injuries, back or neck injuries, heart attack, concussions, paralysis or death, the negligence of other visitors, participants or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence or the negligence of others.

5. I agree that while participating in this activity I agree to conform to all policies of the HSU Student Recreation Center and climbing wall, and to abide by all state and federal laws. I also agree to accept and follow the directions of the Student Recreation Center Staff and to act in a mature and responsible manner. I agree that as to any equipment, which I provide or borrow or use from the HSU Student Recreation Center – Fitness Center during any indoor or

outdoor activity, I use at my own risk. I understand and agree that the HSU Student Recreation Center shall not be liable for any loss, damage, or injury.

6. I hereby grant permission for the performance of any emergency medical treatment that may be required in the case of an accident wherein I am rendered unconscious or unable to approve of the required medical treatment. I hereby hold harmless and agree to indemnify the Releasees from any claims, causes of actions, damages and/or liabilities arising out of or resulting from said medical treatment. In the event that I become the victim of an accident I will hold harmless from any liability or negligent actions which may arise in connection with the search and rescue, stabilization, evacuation, transportation, and emergency care I receive while secondary aid resources are being sought.

7. I hereby agree to permit University Center, Student Recreation Center, Center Activities Program's employees, agents and other guests to take photographs and make film records of the trip without further recourse. I understand and agree that such photographs and/or film records may be used for commercial and/ or promotional purposes.

8. I hereby agree that California law will apply to any legal actions for personal injury, property damage or death arising out of any outing, trips, classes, instructions or other activities in which I am enrolling through the University Center, Student Recreation Center, Center Activities Program. I further agree that California is the proper forum in which to file any legal action arising out of any activity in which I am enrolling. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable mediator.

9. I hereby acknowledge that this agreement shall be governed by and construed in accordance with California law and each party hereby irrevocably submits to the exclusive jurisdiction and service of process of the California courts. I further acknowledge that this agreement was entered into in Humboldt County, California and all legal actions arising from this agreement shall be filed in the courts of Humboldt County. I further expressly agree that the foregoing Release of Liability, Promise not to Sue, Assumption of Risk and Agreement to Pay Claims is intended to be as broad and is inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, continue in full legal force and effect.

I have read and voluntarily signed the Release, Waiver of Liability and Indemnity Agreement and further agree that no oral representation, statement or inducements not contained in this document have been made.

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

PARTICIPANT SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

If Participant is under 18 years of age: I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the Releasees 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 and 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 and voluntarily signed the Release, Waiver of Liability and Indemnity Agreement and further agree that no oral representation, statement or inducements not contained in this document have been made.

PARENT/GUARDIAN SIGNATURE: _____ PARENT/GUARDIAN PRINTED NAME: _____

MINOR'S NAME: _____ DATE _____