

RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity: Aut2Run 5K, 10K, 15K, 1 Mile, Fun-K, Aut2Crawl, Resource Fair and KidZone

Activity Date(s) and Time(s): Sunday, April 26, 2020

Activity Location/Facility: CSU, Channel Islands Campus, Streets, Park, and South Quad

In consideration for being allowed to participate in this Activity, I **release from liability and waive my right to sue** the State of California, the Trustees of the California State University, which own and operate California State University, Channel Islands and their employees, officers, volunteers and agents (collectively “University”) from any and all claims, **including the University’s negligence**, resulting in any physical injury, illness (including death) or economic loss that I may suffer because of my participation in this Activity, including any travel to and from the Activity.

I am voluntarily participating in this Activity. I understand that there are risks, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability or even death, which may occur from my participation in this Activity. These injuries or outcomes may arise from my own or other’s actions, inactions, negligence, or from the condition of the Activity location(s) or facility(ies). **Nonetheless, I assume all related risks, whether known or unknown to me, of my participation in this Activity, including travel to and from the Activity.**

I agree to **hold** the University **harmless from any and all claims, loss or damage to my personal property, liabilities and costs, including attorney’s fees**, as a result of my participation in this Activity, including travel to and from the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University.

If I need medical treatment, the University is authorized to obtain medical treatment for me. I will be financially responsible for any costs of such treatment. I agree that I will not hold the University responsible for any claims resulting from any medical treatment. I am aware that the University does not provide health insurance for me and I should carry my own health insurance.

I am 18 years or older. I have read this document, and I am signing it freely. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) waiver of my right to sue the University, (c) and assumption of all risks of participating in this Activity, including travel to and from 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.

Participant Name (Print): _____ Date: _____

Signature: _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. I have read this two-page document, and I am signing it freely. **I understand the legal consequences of signing this document, including (a) release of University from all liability on my and the Participant's behalf, (b) waiver of my and the Participants' right to sue, (c) and assumption of all risks of the Participant's** participation in this Activity, including travel to and from 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.

Name of Minor Participant's Parent/Guardian (Print): _____ Date: _____

Signature of Minor Participant's Parent/Guardian: _____

Minor Participant's Name (Print): _____