



SAN DIEGO COMMUNITY COLLEGE DISTRICT

Release of Liability and Assumption of Risk Agreement

The undersigned PARTICIPANT, is requesting voluntary participation in any/all activity(ies) listed, which are hereinafter referred to as the "Event" or "Activity", which may be used interchangeably, sponsored by

_____ (Agency or Department Name). And is taking place at the location, time and date noted below:

Name of Participant/Agency/Individual: _____ (hereafter referred to as "PARTICIPANT")

Venue: _____ (hereinafter referred to as "DISTRICT")

Venue Address: _____

Name/Title of Event or Activity: _____ (hereinafter referred to as "EVENT")

Scope of Work/Description of Services: _____

Event Participation Date: _____

In consideration to participate in any way in the above referenced "EVENT", the undersigned "PARTICIPANT", acknowledges, covenants and agrees that:

"PARTICIPANT" openly acknowledges and accepts that "PARTICIPANT" DOES NOT have to participate in any listed or scheduled activities related to the "EVENT". "PARTICIPANT" hereby acknowledges that upon "PARTICIPANT's" own free will, without any coercion, accept and assume all responsibilities for any and all injuries, including serious bodily injury or death, that may result from participation.

1. The risk of injury and/or death from the activities involved in the "EVENT" may include, but are not limited to the following: (i) SPRAINS; (ii) STRAINS; (iii) FRACTURES; (iv) HEAT AND COLD INJURIES; (v) OVER-USE SYNDROME; (vi) TRIPPING OR FALLING; (vii) ANY AND ALL HEAD INJURIES; (viii) HEART ATTACK; (ix) animal bites and/or stings; (x) accidents involving, but not limited to running, walking, jogging or other convenience; (xi) the potential for permanent paralysis and/or death (xii) auto accidents involving injury and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist dependent on the type and location of the activity related to this "EVENT";
2. AFTER "PARTICIPANT's" OPPORTUNITY TO BE FULLY INFORMED ABOUT THE "EVENT", "PARTICIPANT" KNOWINGLY AND FREELY ASSUMES AND ACCEPTS ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assumes full responsibility and all risks for "PARTICIPANT's" participation in the "EVENT".
3. "PARTICIPANT" voluntarily agrees to comply with the stated and customary terms and conditions for participation. However, if "PARTICIPANT" observes any unusual and/or significant hazard during "PARTICIPANT's" presence or participation, "PARTICIPANT" will remove itself from participation and bring such hazard to the attention of the nearest District official.



4. IT IS THE INTENTION OF "PARTICIPANT" BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE "DISTRICT" FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PARTICIPANTS NEGLIGENCE.
5. "PARTICIPANT", for itself and on behalf of "PARTICIPANT'S" heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE, INDEMNIFY, DEFEND, HOLD HARMLESS and COVENANT NOT TO SUE THE SAN DIEGO COMMUNITY COLLEGE DISTRICT, IT and IT'S OFFICERS, DIRECTORS, REPRESENTATIVES, OFFICIALS, PRINCIPALS, AGENTS AND/OR EMPLOYEES, SUBSIDIARIES, AND/OR ASSIGNS, AS WELL AS THEIR INDEPENDENT CONTRACTORS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, VOLUNTEERS, AND IF APPLICABLE, OWNERS AND LESSORS of the premises used to conduct the "EVENT" (collectively, the "PARTICIPANTS & DISTRICT"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by "PARTICIPANT" in connection with participation in the "EVENT". "PARTICIPANT" further agrees to indemnify, defend and hold harmless Participants of this "EVENT" from any loss, liability, cost, claims, and damages arising from "PARTICIPANT" participation in or association with activities and "EVENT'S" organized and sponsored by the "DISTRICT" or connected with the "EVENT".

Voluntary Participation - Voluntary Participation, for the purpose of this form is defined as participation with no promise of monetary compensation or any other type of gift or benefits.

Release and Indemnification – In accordance with Title 5, California Code of Regulations section 55450, and in consideration of "PARTICIPANT" participation in said "EVENT", "PARTICIPANT" hereby Releases the "DISTRICT", its officers, employees, volunteers and agents from and waive all claims for injury, accident, illness, death, loss of property, or property damage(s) occurring during or by reason of said "EVENT", except for any claims based upon fraud, willful injury to person or property, or violation of law, by the "DISTRICT", its officers, employees, volunteers and agents, and further agree to indemnify and hold harmless the "DISTRICT", its officers, employees, volunteers and agents from any claims and actions for damage(s) or injury which any person may assert by reason of "PARTICIPANT" conduct while participation in said "EVENT".

Rules, Requirements, District Policies and Procedures – "PARTICIPANT" agrees to accept all rules, District Policies & Procedures along with the requirements of the "EVENT"; observe the designated schedule and follow the instructions given by the "DISTRICT's" appointed personnel in all matters pertaining to the "EVENT". "PARTICIPANT" grants the "DISTRICT", acting by and by the "DISTRICT" that "PARTICIPANT's" continued participation is detrimental to or in conflict with the purpose of the "EVENT", or is not in harmony with the best interests of the other participants and/or supervisory personnel. Violation of any of the stated rules, regulations or District Policies and Procedures pertaining to "PARTICIPANT's" excursion will result in "PARTICIPANT's" immediate removal from said "EVENT".

Medical Consent – In a medical emergency arising during the course of the "EVENT". "PARTICIPANT" grants to the "DISTRICT" acting through its designated supervisory personnel full authority to take any action deemed necessary to protect "PARTICIPANT's" health and safety at "PARTICIPANT's" expense, including but now omitted to placing "PARTICIPANT" under the care of a doctor, hospital, and/or other qualified medical personnel to examine and/or treat "PARTICIPANT". "PARTICIPANT" is responsible for all expenses incurred during the related emergency.



Injury/Illness – If “PARTICIPANT” becomes ill or injured while taking part in said “EVENT”, “PARTICIPANT” acknowledges that any risk of injury or illness is solely that of the “PARTICIPANT” and will have to be taken care of by the “PARTICIPANT” and not of the “DISTRICT”, its officers, employees, agents or any affiliates of the “DISTRICT”.

Participating “PARTICIPANT” Under the Age of 18 – If the “PARTICIPANT” is younger than 18 years of age, this form must be signed and completed by the “PARTICIPANT’s” parent or legal guardian. **Minors may not participate in the “EVENT” if this form is not completed and signed in its entirety.**

Honorarium (If Applicable) – The honorarium payable under this Agreement shall be a fixed, one-time lump sum amount of _____ Dollars (\$_____).

Payment Terms - The District’s standard payment terms are Net 30 upon completion of services and receipt of valid invoice.

THE UNDERSIGNED ACKNOWLEDGES THAT “PARTICIPANT” HAS READ THE FOREGOING ASSUMPTIONS OF RISK & RELEASE OF LIABILITY AND INDEMNITY NOTICE AND THE FOREGOING ABOVE PARAGRAPHS, HAS BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THE ACTIVITY AND INSTRUCTING OF DISTRICT, AND IS FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS RELEASE.

Participating “PARTICIPANT” Acknowledgement
(REQUIRED)

“PARTICIPANT” Name: _____

“PARTICIPANT” Signature: _____

Date: _____

Emergency Contact Information
(REQUIRED)

EMERGENCY CONTACT Name: _____

EMERGENCY CONTACT Phone: _____



If Participating "PARTICIPANT" is a Minor – PLEASE COMPLETE THIS PAGE

SAN DIEGO COMMUNITY COLLEGE DISTRICT

Release of Liability and Assumption of Risk Agreement for Minors Participating in Event

MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

The undersigned, _____, hereby certifies, warrants and represents that he or she is the legal parent or guardian (hereinafter referred to as "GUARDIAN" of "PARTICIPANT", signer of the above Release, and that after "GUARDIAN" has fully informed him or herself regarding the nature and risks of the "EVENT", permission is given for "PARTICIPANT" to take part in the same "EVENT" and by signing below "GUARDIAN" fully ratifies, accepts and agrees to all of the terms of the above Release both for him or herself individually and as legal "GUARDIAN" of the "PARTICIPANT".

"GUARDIAN" Name (please print)

"GUARDIAN" SIGNATURE

Date