

University Activity Release Agreement

The attached form and language has been reviewed and approved by University Legal Counsel and University Risk Management for use by the University to inform potential participants of risks involved in participation in specific activities and to contractually transfer the responsibility for those risks to the participant in exchange for allowing their participation.

- The language and format of the two page document is not to be altered without consultation with the University Risk Manager.
- Copy the form on to a new document (it is write protected).
- The form should be placed on Cal Poly department, college or division letterhead. The Identified Risks of Participation section goes under the letterhead. The University Activity Release Agreement section goes on the reverse side of the page.
- The name and date of the specific activity should be inserted under the form title on each page.
- Identified risk of participation should be concisely stated and include: death, injury and property damage and may include specific causes or additional specific injuries or results. Safety measures should be provided along with instructions for the activity.
- The form should be reviewed by the prospective participant before participation. The participant (and parent if applicable) should then initial and sign the document which is maintained by the department responsible for the activity for a period of three years.
- The University does not maintain accident medical coverage for students or visitors on campus.
- The University entity (College or Division) responsible for the activity is responsible for the payment of the deductible for the University's liability insurance for each occurrence or claim related to the activity.
- Information for the participants including: preparation, equipment, safety, etc. should be provided separately, in written form.
- Accidents or incidents involving injury or damage should be reported to University Risk Management as soon as possible.

University Police should be called immediately regarding any injury or damage to property (Business 756-2281) **EMERGENCY 911**

Questions regarding the activities, safety, insurance and/or this form should be directed to University Risk Management.



California Polytechnic State University
San Luis Obispo, CA 93407-0208

Student Life & Leadership
(805) 756-2476 • (805)756-5836 fax

Identified Risks of Participation

Activity Title_____

Date and Time_____

This list of potential risks related to this activity/event is intended to assist participants in evaluating the risk of participation and assumption of those risks through voluntary participation and agreement on the attached release. Additional risks, foreseen and unforeseeable, common and uncommon, may also exist and are assumed through voluntary participation in this activity/event.

1. Bodily injury, up to and including death
2. Property Damage
3. Temporary and/or permanent disability

Initial



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University Activity Release Agreement

Activity Title_____

Date and Time_____

In consideration of the acceptance of my application for entry into/participation in the above event/activity, I hereby waive, release and discharge any and all claims for damages, for death, personal injury or property damage which I may have or which hereafter accrue to me, against California Polytechnic State University as a result of my participation in the event/activity.

This release is intended to discharge The State of California, Trustees of The California State University, California Polytechnic State University, officers, employees, students, and volunteers of each and any other public agencies from and against any and all liability arising out of or connected in any way with my participation in the event/activity, even though that liability may arise out of the negligence or carelessness on the part of persons or agencies mentioned above.

I further understand that accidents and injuries can arise out of participation in this event/activity; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all of the persons or agencies mentioned above who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release and assumption of risk, is to be binding on my heirs and assigns.

I have read this entire Release Agreement, I fully understand it and I agree to be legally bound by it.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.

(Releasor's Signature)

(Date)

(Releasor's Printed Name)

(Parent or Guardian if Releasor is under 18 years old)

Witness

Date

Name: _____
(Please print)