

Entered By \_\_\_\_\_ Date \_\_\_\_\_

# SPECIAL EVENT, CLASS & ACTIVITY WAIVER FORM

Mission Bay Aquatic Center/Associated Students of SDSU

Group Name or Activity \_\_\_\_\_ Activity Date \_\_\_\_\_

**\*required fields**

First Name\* \_\_\_\_\_ Last Name\* \_\_\_\_\_ M.I. \_\_\_\_\_

Date of Birth\* \_\_\_\_\_  Male  Female

Home Address\* \_\_\_\_\_

City\* \_\_\_\_\_ State\* \_\_\_\_\_ Zip\* \_\_\_\_\_

Cell/Primary Phone\* (\_\_\_\_\_) \_\_\_\_\_ Other Phone (\_\_\_\_\_) \_\_\_\_\_

E-mail Address\* \_\_\_\_\_

I do not want to receive monthly eNewsletter

**Participant Type\* (choose one)** *Our City lease requires that we track the affiliation of participants to SD area colleges.*

General Public/Youth/None of the Below

Current Student of:  SDSU  UCSD ID # \_\_\_\_\_

Current Student **Other SD Area College** School \_\_\_\_\_ ID # \_\_\_\_\_

Faculty/Staff at SD Area College School \_\_\_\_\_ ID # \_\_\_\_\_

Alumni:  SDSU  UCSD  USD

Person with Disability/Accessible Watersports Participant

Emergency Contact Name\* \_\_\_\_\_ Relation\* \_\_\_\_\_

Phone\* (\_\_\_\_\_) \_\_\_\_\_ Phone 2 (\_\_\_\_\_) \_\_\_\_\_

**PARTICIPANT WAIVER**

In consideration of the USE OF THE FACILITIES, EQUIPMENT OR OTHER PROPERTY AND/OR SERVICES OR ACTIVITIES (hereafter collectively referred to as "The Activities") of Mission Bay Aquatic Center, the undersigned AGREES as the participant (hereafter referred to as "The Participant") or legal guardian of The Participant to the following:

**1. RISK FACTORS.** The undersigned understands and acknowledges the participation in water sports and related activities of the Mission Bay Aquatic Center involves various physical risks such as but not limited to the following: RISK OF BODILY INJURY, DEATH, and/or PROPERTY DAMAGE.

**2. ASSUMPTION OF THE RISK.** The undersigned ASSUMES ANY AND ALL RISK INVOLVED IN OR ARISING FROM THE ACTIVITIES, including without limitation the risk of DEATH, BODILY INJURY, or PROPERTY DAMAGE resulting from collision; overturning; unavailability of emergency medical care; or the negligent or deliberate act of another person.

**3. ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The participant will be informed of the policies and procedures relating to The Activities and the undersigned understands that the safe and proper use of the facilities or property or participation in The Activities is dependent upon carefully following such policies and procedures.

**4. PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that The Participant has the requisite physical abilities, skills, qualifications and training necessary to properly and safely use the facilities or property or participate in water sports and related activities of the Mission Bay Aquatic Center. The undersigned agrees that if he or she has any questions as to what physical abilities, skills, qualifications, or training is necessary for The Participant to properly use the facilities, property, or participate in The Activities then they shall direct such questions to the organization or instructor supervising The Activities.

**5. RELEASE.** The undersigned RELEASES the State of California, Trustees of the California State Universities, the Regents of the University of California, the Associated Students of San Diego State University and all of their officers, employees, and agents and agrees NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expense arising

\*\*\*PLEASE SIGN OTHER SIDE\*\*\*

out of The Activities, including those based on death, bodily injury or property damage whether or not caused by the negligence or other fault of the parties being released.

**6.WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code S 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

**7.INDEMNIFY AND DEFEND.** The undersigned agrees to INDEMNIFY AND DEFEND the State of California, the Trustees of the California State University, the Regents of the University of California, the Associated Students of San Diego State University and all of their officers, employees and agents (hereinafter jointly referred to as "indemnitee") against and hold them harmless from any and all claims, causes of action, damages, judgments, cost of expenses, including attorney fees which in any way arise from The Activities or this agreement and which include but are not limited to damages to or destruction of any property of the indemnitee or any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.

**8.PAY.** The undersigned agrees to pay for any and all damages to any property of indemnitee caused by The Participant either negligently, willfully or otherwise.

**9.LEGAL FEES.** In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and cost.

**10.REPRESENTATIVES.** The undersigned enters into this agreement on behalf of The Participant for himself, his heirs, assigns and legal representatives.

**11.ACKNOWLEDGEMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

**APPROVAL OF PARTICIPANT or APPROVAL OF LEGAL GUARDIAN OF PARTICIPANT** (if participant is under 18 years of age)

I am the participant or the legal guardian of the participant named earlier on this form. I have read and understand the agreement and I realize the agreement involves surrendering valuable legal rights of The Participant and of myself. I agree to be bound by all the terms of the agreement. I also give consent to the participation in water sports and related activities by The Participant. I also give my consent for The Participant to be included in photographs, videos, slides, and movies taken at the Center by students, staff, TV, Radio and/or other news media. I understand that pictures become property of Associated Students of SDSU, and might appear in promotional materials and publications:

**SIGN HERE X** \_\_\_\_\_

Signature of participant -OR- signature of legal guardian of participant DATE

**EMERGENCY TREATMENT CONSENT:** I am the participant, or legal guardian of the participant, named on the reverse side of this form. I have agreed to the participation in The Activities. I hereby give my consent to medical treatment for The Participant in case of a medical emergency.

**SIGN HERE X** \_\_\_\_\_

Signature of participant -OR- signature of legal guardian of participant DATE

**SWIM TEST VERIFICATION:** To participate in The Activities The Participant must be "watersafe" (be able to swim 100 yards and tread water for 5 minutes, or in the case of accessible events is able to turn face-up from a face-down position unassisted and float comfortably in the water wearing a lifejacket). I certify that The Participant is watersafe and can swim 100 yards and tread water for 5 minutes, or in the case of accessible events can complete the definition of watersafe listed above.

**SIGN HERE X** \_\_\_\_\_

Signature of participant -OR- signature of legal guardian of participant DATE

MISSION BAY AQUATIC CENTER, 1001 SANTA CLARA PLACE, SAN DIEGO, CA 92109

PHONE (858) 488-1000 FAX: (858) 488-9625

**San Diego Bike & Kayak Tours, Inc.**

**Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement**

**1. Acknowledgement and Assumption of Risks:** I acknowledge that the activities of kayaking, snorkeling, and boogie boarding involve certain inherent risks that are associated with the activities and the ocean. These risks include but are not limited to the following: (1) unpredictable and changing ocean conditions, tidal currents, wave action and ships' wakes; (2) collision with other kayaks, my own kayak if I capsize, other water craft and other objects such rocks and reefs; (3) exposure to extreme sun and inclement weather; (4) hypothermia and drowning; (5) potentially harmful marine life that may bite or inject venom, including but not limited to stingrays and jellyfish; and (6) fatigue, chill and dizziness, any of which may diminish my reaction time and ability to perform activities safely; (7) equipment failure and/or operator error. I understand that these risks may result in serious injury or death, and that no amount of care, caution, instruction or expertise can eliminate this inherent danger. I agree and promise to accept and assume full responsibility for all of the known and unknown risks referenced above, including the risks of serious injury or death. My participation in this activity is voluntary, and I elect to participate in spite of the known and unknown risks. (Initials \_\_\_\_\_)

**1(b). Acknowledgement of Bicycling Risks:** I acknowledge that the activity of bicycling involves certain inherent risks. These risks include but are not limited to the following: (1) collision with traffic, other bicycles, parked vehicles, pedestrians; (2) exposure to extreme sun, inclement weather and slick roads; (3) potholes, debris and other road hazards; (4) equipment failure and operator error; and (5) fatigue, lack of balance and dizziness, any of which may diminish my reaction time and ability to perform these activities safely. I understand that these risks may result in serious injury or death, and that no amount of care, caution, instruction or expertise can eliminate this inherent danger. (Initials \_\_\_\_\_)

**2. Assumption of Risk:** I agree and promise to accept and assume full responsibility for all of the known and unknown risks referenced above, including the risks of serious injury or death. My participation in these activities is voluntary, and I elect to participate in spite of the risks. (Initials \_\_\_\_\_)

**3. Representation of Fitness:** I am physically fit and do not have any medical condition that would limit or inhibit my ability to engage in this activity. If I have any medical condition that may affect my abilities, including but not limited to pregnancy, heart conditions, asthma, diabetes or hypoglycemia, I have discussed my condition with San Diego Bike & Kayak Tours, Inc. and have taken all necessary steps to ensure that my condition will not affect my safety or the safety of others during this activity. I am not under the influence of alcohol or drugs. I am capable of performing this activity, am able to swim and am comfortable being in the open ocean. I agree to cease my participation in this activity immediately if I feel I am not capable of continuing. (Initials \_\_\_\_\_)

**4. Release and Waiver of Liability:** In consideration for being permitted to participate in this activity, I, for myself, my heirs, representatives and assigns, do hereby release, waive, discharge and covenant not to sue the City of San Diego, San Diego Bike & Kayak Tours, Inc. and/or their owners, officers, employees, representatives and agents from and for all liability for any loss or damage, and any claim or demand therefore on account of injury to person, death or property damage, whether caused by negligence or otherwise, which are in any way related to my participation in this activity or my use of equipment, facilities or services provided by San Diego Bike & Kayak Tours, Inc. (Initials \_\_\_\_\_)

**5. Indemnity:** In consideration for being permitted to participate in this activity, I further agree to indemnify and hold harmless the City of San Diego, San Diego Bike & Kayak Tours, Inc. and their owners, officers, employees, representatives and agents and each of them from any and all liabilities or claims made by other individuals resulting from or related to my participation in this activity and to reimburse them for any and all damages, claims, liabilities costs and expenses, including attorney's fees and other litigation or pre-litigation expenses. (Initials \_\_\_\_\_)

**6. Agreement to Follow Rules:** I agree to follow all rules of San Diego Bike & Kayak Tours, Inc. while participating in this activity, as set forth on "Attachment A" hereto. I understand that it is my responsibility to follow these rules without being reminded or told to do so, and that any failure on my part to follow these rules may increase the risk of serious injury or death. (Initials \_\_\_\_\_)

**6(b). Agreement to Follow Helmet Requirements:** I understand that helmets are required for the duration of bike tours, bike rentals, and/or kayak tours. I understand that by refusing to accept or wear the helmet I have been offered, I may be endangering myself or exposing myself to unnecessary injuries and/or death. I understand that if I elect not to wear a helmet, I am doing so in spite of the serious risks of injury and/or death, and despite the recommendations of San Diego Bike and Kayak, Inc. (Initials \_\_\_\_\_)

**7. Authorization of Medical Treatment:** I hereby authorize any medical treatment deemed necessary in the event of any injuries while participating in the activities. I either have appropriate insurance or, in its absence, agree to pay for all costs of rescue, emergency and medical services that may be incurred on my behalf, even if I am not in fact injured or in need of such services. In the event San Diego Bike & Kayak Tours, Inc. incurs such costs on my behalf, I agree to provide reimbursement for such costs. (Initials \_\_\_\_\_)

**8. Governing Law and Severability:** I further agree that this Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held to be invalid or unenforceable, that the remainder of this agreement shall, notwithstanding, continue in full legal force and effect. (Initials \_\_\_\_\_)

**9. Photo and Video Release:** I authorize San Diego Bike & Kayak Tours, Inc. to use any photographs or video taken of me during my participation in this activity for reproduction, sale, advertising or other display without any compensation to me. (Initials \_\_\_\_\_)

**10. Parent or Legal Guardian of Minor Child [When Applicable]:** I am the parent or legal guardian of the children or minors named

DOB: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ DOB: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ DOB: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

DOB: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ DOB: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ DOB: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

and, as such, I am authorized to enter into this agreement. I agree that the minor child and I are bound by and subject to the terms of this agreement. I further agree to indemnify and hold harmless the City of San Diego, San Diego Bike & Kayak Tours, Inc. and their owners, officers, employees and agents and each of them from any and all liabilities or claims made on behalf of the minor child that are in any way related to the minor child's participation in this activity and to reimburse them for any and all damages, claims, liabilities costs and expenses, including attorney's fees and other litigation or pre-litigation expenses. (Initials \_\_\_\_\_)

**10. Acknowledgement of Understanding:** I have read this Agreement. No other oral representations, statements or inducement have been made to me. I understand that I am giving up substantial legal rights, including my right to sue. I am signing this agreement voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

For Company Use Below:

-----

GROUP NAME: \_\_\_\_\_ Time: \_\_\_\_\_ Item: \_\_\_\_\_

Tour Rental Delivery Walk-in Reservation 3rd Party