

Participant's name: _____
Please Print

CSUSB San Bernardino Leadership Challenge Center Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**IMPORTANT: THIS IS A LEGAL DOCUMENT THAT INCLUDES
A RELEASE OF CLAIMS. PLEASE READ IT CAREFULLY**

The CSUSB Leadership Challenge Center offers workshops that include activities that are physically and emotionally demanding. We want to make sure you understand the risk of injury before you decide to participate. No person may participate without agreeing to, and signing, this Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

Waiver: In consideration of being permitted to participate in any way in any CSUSB Challenge Center workshop or activity (the Activity), I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the state of California, the Trustees of the California State University, California State University, San Bernardino (CSUSB), CSUSB Recreational Sports, Associated Students of CSUSB, the University's Auxiliary Organizations, and all employees, officers, directors, volunteers and agents of the above entitles (hereinafter collectively referred to as the University), from liability **for any and all claims including the negligence of the University** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in any Activity.

Signature of Parent/Guardian of Minor

Date

Signature of Participant

Date

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to **INDEMNIFY AND HOLD** the University **HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks 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 invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Parent/Guardian of Minor

Date

Signature of Participant

Date

Additional Authorizations:

- I authorize and release to the University the use for any purpose of any photographic or video recorded image of the participant below.
- I have adequate health, disability and life insurance for my family and myself.
- I hereby give permission for transportation to any medical facility or hospital, and authorize any qualified instructor or medical personnel to render necessary emergency medical care for the participant listed below.

Signature of Parent/Guardian of Minor

Date

Signature of Participant

Date

(Parent or legal guardian must sign for any participants under 18 years of age. Proof of age may be required.)

Participant's name: _____
Please Print

CSU San Bernardino Leadership Challenge Center

Par-Q1 Medical/Physical Self-Assessment Questionnaire

You should read the questions below, but **DO NOT FILL OUT.**

1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?
2. Do you feel pain in your chest when you do physical activity?
3. In the past month, have you had chest pain when you were not doing physical activity?
4. Do you lose your balance because of dizziness or do you ever loss consciousness?
5. Do you have a bone or joint problem (for example, back, knee or hip) that could be made worse by a change in your physical activity?
6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
7. Do you have uncontrolled diabetes, epilepsy, or seizures?
8. Are you pregnant or post-partum (less than 6 weeks since giving birth)
9. Have you ever had a kidney transplant? The safety harness will put pressure on your kidney.
10. Do you know of any other reason why you should not do physical activity?

IF YOU ANSWERED **YES** TO ANY QUESTION:

Talk with your doctor by phone or in person **BEFORE** you participate in the CSUSB Leaders Challenge Center Program. Tell your doctor about the PAR-Q questions and to which questions you answered YES.

The CSUSB Leadership Challenge Center Program will require moderate to strenuous physical exertion.

AUTHORIZATION TO TREAT A MINOR MUST BE COMPLETED FOR ALL PARTICIPANTS UNDER THE AGE OF 18

I (we) the undersigned parent, parents or legal guardian of the minor stated above, do hereby authorize and consent for any x-ray examination, anesthetic, medical or surgical diagnosis rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medicine Practice Act or a dentist licensed under the provisions of the Dental Practice Act and on the staff of any acute general hospital holding a current license to operate a hospital from the states of California. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but it is given to provide authority and power to render care which the aforementioned physician in the exercise of his best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that none of the above treatment will not be withheld if the undersigned cannot be reached.

This consent shall remain effective through _____, 20____.
(workshop date(s))

PARENT OR GUARDIAN (print name)

DATE

PARENT OR GUARDIAN (print name)

DATE