Office of Insurance and Risk Management

Waiver of Liability and Hold Harmless Agreement

I, the undersigned participant, am requesting participation in the CSU, Northridge,

Name of department and college: **Kinesiology and HHD**

Activity: **COMMIT TO BE FIT: CSUN FITNESS/WELLNESS PROGRAM**

that begins on: **February 8, 2016** and ends on: **May 12, 2016**

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I **release from all liability and promise not to sue** the State of California; the Trustees of The California State University; California State University, Northridge and their employees, officers, directors, volunteers and agents (collectively “University”) from any and all claims, **including claims of the University’s negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other’s actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to **hold** the University **harmless** from any and all claims, including attorney’s fees or damage to my personal property, that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I **understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during 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.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

_________________________________________________________  _______________________
Participant’s Signature                          Date

_________________________________________________________  _______________________
Print Participant’s Name                          Phone Number

_________________________________________________________  _______________________
Instructor’s Signature                          Date

Dr. Kim Henige                          X7503
Print Instructor’s Name                          Phone Number

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I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant’s behalf, (b) promising not to sue on my and the Participant’s behalf, (c) and assuming all risks of the Participant’s participation in this Activity, including travel to, from, and during 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.

I have read this two-page document, and I am signing it freely. No other representations concerning legal effect of this document have been made to me.

_________________________________________________________  _______________________
Print Name of Minor Participant’s Parent/Guardian  Date

_________________________________________________________
Signature of Minor Participant’s Parent/Guardian

_________________________________________________________
Minor Participant’s Name