



## Release Of Liability, Promise Not To Sue, Assumption Of Risk And Agreement To Pay Claims

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**Activity:** All activities of any kind occurring within the Student Recreation Center, Oasis Wellness Center, and/or under its auspices, including but not limited to the use of the climbing wall, swimming pools, platforms, fitness equipment, locker rooms, and other facilities; participation in any personal training, private instruction, group instruction, program, or class; participation in any intramural sports; and otherwise engaging in any supervised or unsupervised activity within the Student Recreation Center or Oasis Wellness Center, any activity accessed through the Student Recreation Center or Oasis Wellness Center, and/or any activity organized through the Student Recreation Center or Oasis Wellness Center.

**Activity Date(s) and Time(s):** July 1, 2016 through June 30, 2017.

**Activity Location(s):** The Student Recreation Center (SRC) on the premises of the University Student Union of California State University, Northridge, and wherever else an Activity described above occurs.

In consideration for being allowed to enter the Student Recreation Center or Oasis Wellness Center for any purpose, 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") and the University Student Union, of California State University, Northridge and their employees, officers, directors, volunteers and agents (collectively "Auxiliary Organization") from any and all claims **including claims of the University's or Auxiliary Organization'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 entering the Student Recreation Center, including travel to, from, and during my visit to the Student Recreation Center.

I certify that I have no undisclosed injuries, nor any undisclosed medical, physical, mental, or other condition that may affect my ability to safely participate in the Activity. If I cannot safely participate in the Activity without an accommodation, I will advise the staff in advance of my visit so that a reasonable accommodation, if any, may be found.

I am voluntarily entering the Student Recreation Center or Oasis Wellness Center and/or participating in a Student Recreation Center or Oasis Wellness Center 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 Student Recreation Center or Oasis Wellness Center and/or activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my presence in the Student Recreation Center or Oasis Wellness Center and/or participation in Student Recreation Center or Oasis Wellness Center activities, including travel to, from, and during my visit to the Student Recreation Center or Oasis Wellness Center.**

I agree to **hold** the University and Auxiliary Organization harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my **presence in the Student Recreation Center or Oasis Wellness Center and/or participation**

**in Student Recreation Center or Oasis Wellness Center activities, including travel to, from, and during my visit to the Student Recreation Center or Oasis Wellness Center.** If the University and/or the Auxiliary Organization incur any of these types of expenses, I agree to reimburse the University and/or the Auxiliary Organization. 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 and the Auxiliary Organization from all liability, (b) promising not to sue the University and Auxiliary Organization, (c) and assuming all risks of my presence in the Student Recreation Center and/or participation in Student Recreation Center activities, including travel to, from, and during my visit to the Student Recreation Center.**

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 (Print)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
CSUN ID Number

**Participant is under 18 years of age:**

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 presence in the Student Recreation Center and/or participation in Student Recreation Center activities, including travel to, from, and during my visit to the Student Recreation Center.** I allow Participant to visit the Student Recreation Center and/or participate in Student Recreation Center activities. 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 the 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

\_\_\_\_\_  
CSUN ID Number





# Student Recreation Center Guidelines

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**Subject:** User Responsibilities

**Participation in the Student Recreation Center, as part of the University Student Union and California State University, Northridge, is governed by the Student Conduct Code ([www.csun.edu/catalog/policies/student-conduct-code/](http://www.csun.edu/catalog/policies/student-conduct-code/)) and all other University safety, security and facility standards. Use of the Student Recreation Center facilities is a privilege and participants are expected to be good citizens and respect the rights of others. Individuals who engage in unacceptable or irresponsible behavior may have their access revoked or modified indefinitely as determined by the Student Recreation Center Director. In addition to the previously mentioned standards the following are user responsibilities.**

Members are encouraged to contact SRC staff to report individuals who may be in violation of this guideline.

- 1. Personal Gain.** The SRC may not be used for teaching/coaching/training for personal gain. Personal training and coaching is only permitted by SRC employees.
- 2. Personal Risk.** All patrons participate at their own risk. Members will be required to sign a liability waiver.
- 3. Staff Requests.** To provide a safe and secure environment, members, guests and spectators are required to follow the requests and instructions of SRC professional and student employee staff members.
- 4. Activity Area Guidelines.** Many areas of the SRC have additional guidelines that members must adhere to. These guidelines can be found on the SRC website: [www.csun.edu/src/facility-guidelines](http://www.csun.edu/src/facility-guidelines)
- 5. Stairways, Hallways, and Lounges.** Running, stretching, or any other fitness activities are prohibited on stairways, in hallways, and lounges.
- 6. Discipline.** Members who violate SRC guidelines may be restricted from use of the SRC at the discretion of the SRC Director or their designee.
- 7. Fighting or Rough Play.** Fighting and rough play are prohibited. All users are expected to use proper conduct. Infliction or threat of bodily or emotional harm, whether done intentionally or with reckless disregard, including threat or action in retaliation for making allegations of misconduct, is prohibited.
- 8. Harassment.** Harassment of any kind is prohibited. All users are expected to treat everyone with dignity and respect while using the Student Recreation Center.
- 9. Access.** If you require assistance in accessing or using any facilities in the Student Recreation Center, please contact (818) 677-5434.
- 10. Recording of Images without Knowledge.** Using electronic or other means to make a video or photographic record of any person without the person's prior knowledge/approval is strictly prohibited. The storing, sharing, and/or distributing of such unauthorized records by any means is also prohibited.
- 11. Project or Class Related Audio/Visual Recording.** Any individual(s) who seeks to film (photograph/video), interview, or conduct class projects in the SRC or any University Student Union (USU) facility must contact USU Reservations and Event Services at (818) 677-3644 to fill out the appropriate request. Taking pictures via cameras, video cameras, and video ready cell phones is strictly prohibited in the pool, men and women's locker rooms, and restrooms.

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- 12. Commercial Filming and Photo Shoots.** Those wishing to explore commercial filming or photo shoots should contact the Commercial Services Manager at (818) 677-2194 to discuss their interests.
- 13. Martial Arts Equipment.** All CSUN policies regarding weapons and firearms apply at the SRC. Participants in certain activities may be granted permission to utilize appropriate martial arts weapons as part of a class, practice or competition with prior written application and approval from the SRC Director or designee.
- 14. Footwear.** Individuals wearing improper footwear will not be permitted to participate in specific activity areas. Roller shoes are prohibited in all areas of the SRC.
  - A. Fitness Area.** Closed toe shoes are required at all times. Shoes should be free of mud and other debris.
  - B. Wood Floors, Studios, Indoor Track and MatArena.** Shoes should be non-marking and free of mud and debris. Cleats are not permitted.
- 15. Clothing.** Appropriate clothing (i.e. t-shirt, tank top, etc.) must be worn at all times throughout the SRC with the exception of the aquatic areas and locker rooms. Shirts covering the mid-section are required. Clothing displaying profane or offensive material and with zippers and/or any other feature that may damage equipment is prohibited.
- 16. Personal Items.** The SRC is not responsible for lost or stolen items. Personal items must be kept in designated storage areas and secured. All items left unattended (i.e. bags, phones, keys) will be removed and can be collected from lost and found at the Pro Shop.
- 17. Food.** Packaged fitness energy and nutrition products are the only food items permitted in the SRC. Food, other than packaged convenience fitness products, is not permitted in the SRC.
- 18. Beverages.** Beverages are only permitted in the facility if they are in non-breakable bottles with screw top or lids. No beverages other than water are permitted on the wood floors of the studios and courts.
- 19. Lost and Found.** Lost and found will be located at the SRC Membership Services Desk.
- 20. Skateboards, Razor Scooters, Bikes, Etc.** Skateboards, razor scooters, bikes, etc. are not permitted in the SRC and must be secured and stored in designated storage racks. All improperly stored items will be removed per University policies.
- 21. Strollers.** Strollers are permitted in the SRC but only for the purposes of transporting children to and from the Rec Pool. Strollers may only be parked at the Rec Pool and are not permitted to be parked in any other interior area of the SRC.
- 22. Solicitation.** Solicitation of any kind is not permitted in the SRC.
- 23. Profanity.** The use of abusive and/or profane language is prohibited.
- 24. Vending Machines.** Tampering with or maliciously damaging any vending machine is prohibited.
- 25. Cell Phones and Messaging Devices.** Cell phone and messaging device use is prohibited in locker rooms. Cell phone and messaging device use is not permitted in fitness areas, studios, or on courts; they may be used only in the lobby and public lounge areas.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Participant's Name (Print)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
CSUN I.D. Number