



**SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY/HOLD HARMLESS**

ACTIVITY:
FACILITY

1. **Participant Assumption of Risk.** By executing this Release, Waiver of Liability, Assumption of Risk and Indemnity/Hold Harmless ("Release"), the undersigned ("Participant") acknowledges: (i) she/he is voluntarily participating in the Activity and use of the above-described Facility during the Activity; and (ii) the inherent risks involved in participating in the Activity and use of the above-described Facility, which includes without limitation, bodily injury, illness, disease or death. **THE PARTICIPANT ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITY AND/OR USE OF THE FACILITY.**
2. **Participant Release of Released Parties.** The Participant releases and agrees not to assert any claim in any forum or in any jurisdiction against the Released Parties (as hereafter defined) for: (i) personal injury or death; (ii) sickness or illness; (iii) loss, theft, damage or destruction of personal property; or (iv) any other loss or damages which arise out of in any manner participation in the Activity or use of the Facility.
3. **Participant Indemnity of Indemnified Parties.** The Participant agrees to defend, indemnify and hold harmless the Indemnified Parties from and against and all liabilities, lawsuits, actions, causes of action, claims, losses, judgments, or demands, including reasonable attorneys' fees and costs, that arise out of the Participant's use of the Facility or participation in the Activity.
4. **Released Parties and Indemnified Parties.** The Released Parties and the Indemnified Parties are: the San Luis Obispo County Community College District ("District"), the District's Board of Trustees, individual members thereof and the employees, officers, agents and representatives of the District.
5. **Acknowledgement.** I HAVE READ THIS RELEASE. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, AND HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY WITHOUT COERCION OR DURESS AND WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE OF THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY AND/OR USE OF THE FACILITY DURING THE ACTIVITY.
6. **Minor Participant.** If the Participant is a minor under the age of eighteen ("Minor Participant") this Release and the Authorization for Emergency Medical Treatment – Minors must be executed by a parent or legal guardian of the Minor Participant. The parent or legal guardian executing this Release on behalf of a Minor Participant acknowledges and agrees to the following:
 

I am the parent or legal guardian of the Minor Participant. I have read this Release and I am signing it freely and voluntarily without coercion or duress and without any inducement, assurance or guarantee being made to myself or the Minor Participant. I understand the legal consequences of signing this Release, including (i) releasing the District from all liability, (ii) waiving my rights and the Minor Participant's rights to sue the District, (iii) and assuming all risks of the Minor Participant use of the Facility and/or participation in the Activity. I permit, allow and consent to the Minor Participant's participation in Activity and use of the Facility during the Activity. I understand that I am responsible for the obligations and acts of the Minor Participant as described in this Release. I agree to be bound by the terms of this Release and I agree that the Minor Participant is bound to the terms of this Release.
7. **Binding Effect.** This Release shall be effective upon signature and shall survive the completion of the above-described Activity. If any term, condition or covenant of this Release is deemed unenforceable by a Court of competent jurisdiction, such term, condition or covenant shall be deemed deleted herefrom, but all other terms, conditions and covenants of this Release shall remain unaffected and unmodified.

**If the Participant is over the age of eighteen (18), sign below:**

\_\_\_\_\_

Participant Signature

\_\_\_\_\_

Participant Name (Printed or Typed)

\_\_\_\_\_

Date

**If the User is under the age of eighteen (Minor Participant), the parent or legal guardian of the Minor Participant must sign below:**

\_\_\_\_\_

Minor Participant Name

\_\_\_\_\_

Parent or Legal Guardian Signature

\_\_\_\_\_

Name of Parent or Legal Guardian (Printed or Typed)

\_\_\_\_\_

Date