



WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

ASSUMPTION OF RISK: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. “**Christmas Tree Lighting**” is a highly dangerous activity which may also involve high impact, strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, and sprains to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to catastrophic injuries including paralysis and death.

I FULLY ACKNOWLEDGE, UNDERSTAND, AND ASSUME THE RISK THAT THE EVENT MADE POSSIBLE BY CBU IS A HIGHLY DANGEROUS ACTIVITY WHICH INVOLVES A HIGH DEGREE OF RISK OF MAJOR BODILY INJURY, PARALYSIS AND DEATH. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME SUCH RISKS.

Initials: _____

WAIVER: In consideration of permission to participate in the EVENT, I for myself, my heirs, personal representatives or assigns, do hereby covenant not to sue, and release, waive, and discharge from liability CBU, its trustees, officers, agents, servants, and employees from any and all claims including the negligence of CBU resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, observations and use of facilities, premises, or equipment.

INDEMNIFICATION AND HOLD HARMLESS: I agree to indemnify and hold CBU, its trustees, officers, agents, servants and employees completely harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, arising or resulting from my involvement at CBU and to reimburse them for any such expense 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 hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

IMAGE RELEASE: I understand that at the EVENT I may be photographed, videotaped and/or audiotaped. I agree to allow my photo, video, audio, or film likeness to be used by CBU for any legitimate purpose including, but not limited to educational, advertising and promotional materials whereby it may be viewed or used on or off campus. I further consent to CBU combining my picture, voice and/or moving image with others in any format and the right to alter any of these for the purposes of publicizing CBU programs and for any other lawful purpose. In addition, I waive any right to claim of ownership of such photos or videos and to inspect or approve the finished product.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this *Waiver of Liability, Assumption of Risk, and Indemnity Agreement* and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I also agree to abide by all policies developed by CBU. Failure to do so may result in a suspension of my participation in the EVENT as well as subject me to sanctions for violation of the Standard of Student Conduct as set forth in CBU's Student Handbook.

IN WITNESS WHEREOF, student and parent(s) or guardian(s) (if applicable) have caused this release to be signed on this date:

_____.

STUDENT SIGNATURE PRINT NAME ID NUMBER

SIGNATURE OF PARENT or GUARDIAN (Required for students under the age of 18 years)

Telephone number of parent or guardian