

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, the undersigned, hereby acknowledge that my participation in a school preview event at California Baptist University ("CBU"), including traveling to and from the event as well as use of the CBU Recreation Center (hereinafter the "Activity") involves an inherent risk of physical injury. The undersigned hereby agrees, for the sole consideration of CBU allowing the undersigned to participate in the Activity, the undersigned does hereby release and forever discharge CBU, its directors, trustees, officers, employees, agents, and affiliates (the "CBU Parties") of any and all claims, demands, rights, and causes of action of whatever kind or nature, arising from any injuries, damage to property, and the consequences thereof, including death, resulting from my participation in any way connected with such Activity.

Further, in consideration of being allowed to participate in the Activity with CBU, the undersigned understands that: (i) they are responsible through personal resources or appropriate insurance coverage for any medical costs incurred respective to all the foregoing risk and accepts responsibility for any and all damages resulting from or as a consequence of participation in this opportunity; (ii) covenants to refrain from instituting any claim for damages against any of the CBU Parties and agrees to release and hold each of them completely harmless from any and all liability to undersigned, their heirs, or next of kin, as a result of undersigned's participation in the Activity; (iii) agrees to indemnify and hold the CBU Parties completely harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, arising or resulting from undersigned's involvement in the Activity and to reimburse them for any such expense incurred; (iv) 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, undersigned agrees that the balance shall, notwithstanding, continue in full legal force and effect.

Undersigned further warrants that undersigned has read this *Waiver of Liability, Assumption of Risk, and Indemnity Agreement* and fully understands its terms, and understands that undersigned is giving up substantial rights, including undersigned's right to sue and has read the attached University Regulations (Exhibit A) and agrees to abide by its terms. Failure to comply with all of the requirements stated will result in immediate dismissal from the Activity. Such action will be noted in the undersigned's file and will be considered during the University's admission procedure.

Undersigned further acknowledges that they are signing this agreement freely and voluntarily, and also agree to abide by all policies developed by CBU; and that undersigned is at least eighteen (18) years of age; OR IF UNDER EIGHTEEN (18), has the signed permission below from undersigned's custodial parent to participate.

IN WITNESS WHEREOF, the undersigned has caused this release to be signed this _____ day of _____, 20 ____.

Signature

Print Full Name

Signature of Parent or Guardian
(required for students under the age of 18)

Print Full Name

Address

Telephone Number

City

State

ZIP

Telephone Number of Parent or Guardian

EXHIBIT A

UNIVERSITY REGULATIONS

Participant agrees to abide by University regulations which include but are not limited to the following:

A. DRESS CODE.

1. Undergarments are not displayed.
2. Shorts, skirts, and dresses are at a length that will allow the wearer's finger tips to touch the garment when arms and hands are fully extended, while standing.
3. All forms of clothing cover the wearer's midriff and, for females, the chest/bust area as well. The length of garments worn on the upper torso (i.e. shirts, tanks, blouses, sweaters) must cover or be covered by the wearer's waist band while standing.
4. All forms of clothing cover or rest on or above a wearer's hips.
5. Bare feet are prohibited in all areas except the University Aquatic Center.
6. Lewd clothing and clothing which displays alcohol, tobacco products, satanic symbols, and inappropriate language and/or symbols, is not permitted.

B. FIRE RELATED POLICIES.

1. It is illegal to tamper with fire equipment. Tampering with fire equipment will result in a \$500 fine.
2. No candles, oil lamps, or open flames of any sort may be burned on the premises.
3. Possession or use of fireworks, explosives, or volatile materials on the premises is prohibited. The charge for use of fireworks is \$100.00 per infraction.
4. Hot plates, toaster ovens, or similar appliances are prohibited in University buildings. No cooking is allowed except in kitchen areas.
5. Building entrances, hallways, and access ways may not be blocked at any time.

C. SAFETY AND DAMAGE CONCERNS.

1. Participant agrees to leave the premises and all property of any kind located thereon, in as good order and condition as they were immediately prior to any use of the premises, reasonable wear and tear excepted, and to pay for any injury or damage that may occur through the use of the premises by Participant.
2. Roofs are completely off-limits.
3. All state vehicle regulations apply on the premises, including seat belt laws. All campus speed limits and other regulations are to be followed by all guests. Vehicles are restricted to marked roads and parking places.
4. RV's may not be used for meals or housing without prior written approval from the University.
5. Vehicles are not to be driven on pathways, walkways, or lawns, even for loading or unloading.
6. The posted maximum speed limit on campus is 15 mph.
7. Pedestrians have the right of way at all times. However, pedestrians are to walk on sidewalks and walkways, not on roads or through construction areas.
8. Visitors should not park in reserved spaces (faculty, resident directors, etc.).
9. Staff and visitors are not allowed to bring electric vehicles (golf carts) onto campus.
10. Skate boards and roller-skating/roller-blading are prohibited.

D. NOISE RESTRICTIONS AND CONSIDERATIONS.

1. In order to be considerate of California Baptist University and the surrounding community, use of the following requires prior approval of the University's Office of Public Safety:
 - a. Amplified sound systems operated outside buildings.
 - b. Megaphones, air horns or bullhorns of any type used outdoors.
2. Outdoor organized group activities shall not be permitted between 10:00 pm and 7:00 am.
3. Quiet hours are from 11:00 pm to 7:00 am. After 11:00 pm, all windows and doors shall be closed in buildings when music is being amplified for organized group events.

E. PROHIBITED ACTS / MATERIALS. The following are not permitted on the California Baptist University campus under any circumstances:

1. Profanity, abusive or inconsiderate language.
2. Use or possession of tobacco and alcohol products.
3. Lewd or pornographic materials or publications

F. DANCING. Ballroom and contemporary social dancing are prohibited.

G. ANIMALS. Animals, with the exception of service animals, are not allowed on campus.

H. LOST ITEMS. Lost personal items cannot be returned. The University is not responsible for lost items.