

## **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. The Recreation Center (the "Rec Center") at California Baptist University ("CBU") has facilities for and provides for activities such as weightlifting, running, aerobic activities, fitness classes, and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that 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. In addition, there is an inherent risk of exposure to COVID-19 in public places, such as the Rec Center and: (i) that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CBU employees, agents, contractors, volunteers, and other students, (ii) that CBU is an open campus (i.e. CBU does not control all students and visitors on campus) and, accordingly, CBU cannot limit all potential sources of COVID-19 infection, (iii) it is not possible to fully identify each and every individual risk of contracting COVID-19, (iv) rules, regulations and measures used by CBU may or may not be effective in mitigating the spread of COVID-19, (v) and that sanitation and the use of PPE does not remove all risks of illness. I know, understand, and appreciate these and other risks that are inherent in the activities made possible by CBU at the Rec Center. I hereby assert that my participation is voluntary and that I knowingly assume such risks.

**WAIVER:** In consideration of permission to use the property, facilities, staff, equipment and services of CBU's Rec Center, 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, classes, 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.

**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. 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. 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. If I am a student, CBU employee or spouse of a CBU student or employee, I understand that my failure to abide by CBU policies may result in a suspension of my Rec Center privileges as well as subject me, or my spouse, to sanctions for violation of the Standard of Student Conduct as set forth in CBU's Student Handbook or CBU Employee manual as the case may be.

The undersigned has caused this release to be signed

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PRINT NAME

SIGNATURE

CBU ID #

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

PARENT/GUARDIAN TELEPHONE NUMBER

I consent to my minor child deciding on their own if they wish to refuse transport to the hospital by emergency medical technicians (EMTs).

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