



**RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, ASSUMPTION OF RISK  
AGREEMENT TO PAY CLAIMS AND MEDICAL TREATMENT AUTHORIZATION**

**Activity:** \_

Basketball Youth Camp - June 18-22, 2012, at the WELL

**Hazards to be aware of:** Participation in any sport exposes the participant to the risk of injury or death. Injuries include death, serious neck and spinal injuries, paralysis, brain damage, injury to vital organs, bones, joints, muscles and tendons, heat injuries, psychological/emotional injuries, heat injuries, etc.

**Hazard mitigation** (how to prepare for a safe activity): Follow coaches' instructions, come prepared for the activity, proper shoes and other standard equipment, proper warm up and stretching, drinking sufficient water, caution when playing, etc,

In consideration for my child, (Name) \_\_\_\_\_ being allowed to participate in the Activity named above, I **release from liability and waive my right to sue** the State of California, the Trustees of the California State University, which own and operate California State University, Sacramento and their employees, officers, volunteers and agents (collectively "University") from any and all claims, **including the University's negligence**, resulting in any physical injury, illness (including death) or economic loss that my child may suffer because of my participation in this Activity, including any travel to and from the Activity.

I am voluntarily allowing the participation of my child in this Activity. I understand that there are risks, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability or even death, which may occur from my participation in this Activity. These injuries or outcomes may arise from my child's or other's actions, inactions, negligence, or from the condition of the Activity location(s) or facility(ies). **Nonetheless, I, the child's parent or guardian, assume all related risks, whether known or unknown to me, of the named child's participation in this Activity, including travel to and from the Activity.**

I agree to **hold** the University **harmless from any and all claims, loss or damage to my personal property, liabilities and costs, including attorney's fees**, as a result of my child's participation in this Activity, including travel to and from the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University.

If the participating child needs medical treatment, the University is authorized to obtain medical treatment for him/her. I will be financially responsible for any costs of such treatment. I agree that I will not hold the University responsible for any claims resulting from any medical treatment. I am aware that the University does not provide health insurance for the participating child, and that any reliance on health insurance is my responsibility.

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I am 18 years or older. I have read this document, and I am signing it freely. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) waiver of my right to sue the University, (c) and assumption of all risks of participating in this Activity, including travel to and from the Activity.**

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.

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Minor participant's name

Date

I am the parent or legal guardian of the Participant.

A copy of this agreement shall suffice as original.

I have read this two-page document, and I am signing it freely. **I understand the legal consequences of signing this document, including (a) release of University from all liability on my and the Participant's behalf, (b) waiver of my and the Participants' right to sue, (c) and assumption of all risks of the Participant's participation in this Activity, including travel to and from the Activity.** I allow Participant to participate in this Activity. 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.

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Health insurance company

Policy number

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Signature of minor participant's parent/guardian

Date

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Minor participant's name

**Additional information**

Sacramento State purchases secondary excess accidental medical coverage, in the amount of \$25,000 for all individual clinic participants. There is a deductible which shall be the parent's responsibility. In addition, all campers must have primary insurance coverage. Teams must also provide a certificate of insurance.

**UNIVERSITY UNION OPERATION OF CALIFORNIA STATE UNIVERSITY,  
SACRAMENTO, INCORPORATED/THE WELL  
RELEASE AGREEMENTS FORM (MINOR)**

**Waiver and Release of Liability; Consent to Use Picture(s), Video(s) or Likeness(es); and Medical Release**

**Waiver and Release of Liability**

**1. Voluntary Participation.** I acknowledge that I have voluntarily applied to participate in certain activities made available by the University Union Operations of California State University, Sacramento, Inc. (UUOCI)/the WELL (hereafter known as "WELL"), at California State University, Sacramento (hereafter known as "Sacramento State"). These activities include, but are not limited to Intramurals, Fitness, Rock Climbing, Open Recreation, Classes, contracted facility service rentals, and Personal Training activities conducted in WELL facilities and elsewhere at Sacramento State under the direction of WELL staff("WELL Activities").

**2. Assumption of Risk.** I ACKNOWLEDGE THAT PARTICIPATION IN WELL ACTIVITIES OR ANY ACTIVITIES INCIDENTAL THERETO IS POTENTIALLY HAZARDOUS AND INVOLVES CERTAIN RISKS OF INJURY, INCLUDING, BUT NOT LIMITED TO, LACERATIONS, PULLS AND STRAINS, CONCUSSIONS, BROKEN BONES, LOSS OF LIMB(S), PARALYSIS, OR DEATH. I ACKNOWLEDGE THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHER'S ACTIONS, INACTION OR NEGLIGENCE. I AM VOLUTARILY PARTICIPATING IN WELL ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY ACCEPT ANY AND ALL INHERENT RISKS OF PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH.

**3. Release.** As consideration for being permitted to participate in Well Activities and use related facilities, I hereby release and covenant not-to-sue UUOCI/the WELL, Sacramento State, The CSU Board of Trustees, the State of California and any of their officers, employees or agents (collectively the "Releasees"), from any and all present and future actions, claims or demands resulting from ordinary negligence on the part of the Releasees, for property damage, personal injury, or wrongful death arising as a result of my engaging in any WELL Activities or any activities incidental thereto, wherever, whenever or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, assigns, guardians or legal representatives as a result of my participation in Well Activities. I further agree to indemnify and hold harmless UUOCI/the WELL, Sacramento State, The CSU Board of Trustees, and the State of California and other Releasees for any and all claims arising as a result of my engaging in WELL activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

**Consent to Use of Picture(s), Video(s) or Likeness (es)**

Furthermore, I also acknowledge that UUOCI/The Well and Sacramento State may have occasion to take pictures and videos of Well Activities in which I am participating and I give to UUOCI/The WELL and Sacramento State, the absolute right and permission to use any picture(s), video(s), or likeness(es) of me, taken or created by an agent of UUOCI/The WELL or Sacramento State, either singularly or included in whole or in part, or composite or distorted in character or form, in conjunction with my own or a fictitious name, or reproductions in color, or otherwise, for, as part of or in conjunction with any future use(s).

**Acknowledgement of Policies and Procedures**

I acknowledge and agree to abide by all of the policies and procedures relating to the facility, activities, and equipment and understand that the proper and safe use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures that can be found at <http://www.thewell.csus.edu/>

