WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

Participants Name: ___________________________ Activity: ________________________

Waiver and Release: In consideration of being permitted to participate in any way, including but not limited to trying out for, participating, playing, or being transported to or from, the activity known as:

(hereinafter called the “Activity”) I, for myself, my heirs, my estate, my executor, my personal representatives or assigns, and all members of my family, do hereby release, waive, discharge, and covenant not to sue, the William Jessup University, its Board of Trustees, officers, employees, agents, and volunteers from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activity.

Print name of Student ___________________________ Signature of Student ___________________________ Date ___________________________

Print name of Parent/Guardian (if under 18 yrs) ___________________________ Signature of Parent/Guardian (If under 18 yrs) ___________________________ Date ___________________________

Assumption of Risk: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks include, but are not limited to, 1) minor injuries such as cuts, scratches, bruises, and sprains, 2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones, heart attacks, and concussions, and 3) catastrophic injuries including paralysis, brain injury and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity and hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD William Jessup University, its Board of Trustees, officers, employees, agents, and volunteers HARMLESS from any and all claims, actions, suits, procedures, cost, expenses, damages, and liabilities, including attorney's fee brought as a result of my participation in the Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver, release and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver, release of liability, assumption of risk, and agreement to indemnify and hold harmless, fully understand its terms, and understand that I am giving up substantial rights, including my rights to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand and intend for this waiver, release of liability and assumption of risk agreement to be binding not only on me but also on my heirs, my estate, my executor, my personal representatives or assigns, and all members of my family.

Print name of Student/Athlete ___________________________ Signature of Student/Athlete ___________________________ Date ___________________________

Print name of Parent/Guardian (if under 18 yrs) ___________________________ Signature of Parent/Guardian (If under 18 yrs) ___________________________ Date ___________________________

KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS