



RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity: _____

Activity Date(s) and Time(s): _____

Activity Location(s), Premises or Facility(ies): _____

In consideration for being allowed to participate in this Activities and/or use of the Premises or Facility, on behalf of myself and my next of kin, heirs and representatives, **I release from all liability and promise not to sue** the State of California, the Trustees of the California State University, California State University, Sacramento, and their employees, officers, directors, volunteers and agents (collectively "University") and the Associated Students Incorporated at Sacramento State and their employees, officers, directors, volunteers and agents (collectively "Auxiliary Organization"), State of California, through its department of Parks and Recreation, and their employees, officers, directors, volunteers and agents (collectively "California Department of Parks and Recreation"), and the United States Bureau of Reclamation, and their employees, officers, directors, volunteers and agents (collectively "United States Bureau of Reclamation") from any and all claims, **including claims of the University's or Auxiliary Organization's or the California Department of Parks and Recreation's or the United States Bureau of Reclamation's negligence** resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in the Activity. I am aware of the risks associated with traveling to, from and participating in the Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, death and/or property damage. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, negligence, conditions related to travel, or the condition of the Activity Location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to hold the University, Auxiliary Organization, the California Department of Parks and Recreation, and the United States Bureau of Reclamation harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University, the Auxiliary Organization, the California Department Parks and Recreation and the United States Bureau of Reclamation from all liability, (b) promising not to sue the University, the Auxiliary Organization, the California Department Parks and Recreation and the United States Bureau of Reclamation (c) and assuming all risks of participating in the Activity, including travel to/from and during 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.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Name (Print): _____ Date: _____

Participant Signature: _____

*****If Participant is a minor under 18 years of age, a parent or guardian must fill out and sign pages 2-4.*****



RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS
(Continued)

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University, the Auxiliary Organization, the California Department of Parks and Recreation and the United States Bureau of Reclamation from all liability on my and the Participant's behalf, (b) promising not to sue on my and the participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to/from an during 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.

I have read this two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Participant's Parent/Guardian

Name of Minor Participant's Parent/Guardian (Print)

Date

Minor Participant's Name (Print)

Minor Participant's Birthdate (MM/DD/YY)

COVID-19 RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND PROMISE NOT TO SUE

Activity: _____

Date/Term of Activity: _____ **Activity Location:** _____

CUSTOMER has voluntarily elected to participate in above referenced activity (hereinafter referred to as the "ACTIVITY"). CUSTOMER is free to opt-out of ACTIVITY at any time and inform the Associated Students, Inc. of that decision.

DISCLOSURES

In electing to participate in the ACTIVITY, CUSTOMER understands, recognizes and has taken into account the following:

- The ACTIVITY may require and involve direct contact, including physical contact, with other individuals present at the facility.
- There has existed and continues to exist a nationwide pandemic commonly referred to as the COVID-19 pandemic.
- COVID-19 is highly contagious and capable of widespread person-to-person transmission.
- During the ACTIVITY, CUSTOMER may come into direct or close contact with individuals at the facility who have contracted COVID-19 or who might otherwise be contagious.
- During the ACTIVITY, CUSTOMER may be exposed to and/or contract COVID-19.
- There is and can be no guarantee that CUSTOMER will not be exposed to or contract COVID-19 during the ACTIVITY.
- Associated Students, Inc., and California State University, Sacramento, makes no representations and can give no assurances about the degree to which CUSTOMER may be exposed to COVID-19 during the ACTIVITY.
- Associated Students, Inc. and California State University, Sacramento makes no representations and can give no assurances about the risk or probability that CUSTOMER may contract or transmit COVID-19 during the ACTIVITY.
- Associated Students, Inc. and California State University, Sacramento makes no representations and can give no assurances about the practices, measures or methods employed or adopted by the facility related to the COVID-19 pandemic, or the sufficiency and adequacy of those practices, measures or methods.
- Notwithstanding any practices, measures or methods employed or adopted by the facility, there will still be a risk and possibility of contracting or transmitting COVID-19 during the ACTIVITY.

ASSUMPTION OF RISK

CUSTOMER is voluntarily participating in the ACTIVITY at this time, notwithstanding the COVID-19 pandemic.

CUSTOMER is aware of the risks associated with the pandemic which includes but are not limited to physical or psychological injury, pain, suffering, contagiousness, illness, temporary or permanent disability, economic or emotional loss, and/or death.

CUSTOMER understands that these injuries or outcomes may arise from CUSTOMER's own or other's actions, inaction, or negligence.

CUSTOMER expressly and without qualification agrees to assume, and does assume, sole responsibility for all risks, known or unknown, relating to the COVID-19 pandemic associated with or attributable to the



COVID-19 RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND PROMISE NOT TO SUE

ACTIVITY.

RELEASE AND PROMISE NOT TO SUE

The term "UNIVERSITY" means and refers to the State of California, the Trustees of The California State University, California State University, Sacramento and their employees, officers, directors, volunteers and agents.

In consideration for being allowed to participate in the ACTIVITY, CUSTOMER (on behalf of CUSTOMER and CUSTOMER's next of kin, heirs and representatives):

- (1) **Releases and discharges Associated Students, Inc. and UNIVERSITY** from any and all actions, claims, causes of action and liability, including claims of negligence, that in any way are related to, based on, or involve the COVID-19 pandemic and the ACTIVITY; and,
- (2) **Agrees and promises not to sue or assert** any action, claim, or cause of action against Associated Students, Inc. and the UNIVERSITY that in any way relates to, is based on, or involves the COVID-19 pandemic and the ACTIVITY.

ACKNOWLEDGMENTS

CUSTOMER understands the legal consequences of signing this document, including (a) releasing Associated Students, Inc. and the UNIVERSITY from liability relating to the ACTIVITY and the COVID-19 pandemic, (b) promising not to bring claims against Associated Students Inc. and the UNIVERSITY relating to the ACTIVITY and the COVID-19 pandemic, (c) and assuming sole responsibility for all COVID-19 pandemic risks relating to, arising out of or associated with the ACTIVITY.

CUSTOMER understands that this document is written to be as broad and inclusive as legally permitted by and under California law. CUSTOMER agrees that if any portion is held invalid or unenforceable,

CUSTOMER will continue to be bound by the remaining terms.

CUSTOMER understands and acknowledges that CUSTOMER may discuss and review this document with an attorney before signing it.

CUSTOMER has read and understands this document and is signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to CUSTOMER.

CUSTOMER Signature: _____

CUSTOMER Name (print): _____ Date: _____

If CUSTOMER is a minor, parent or guardian must also sign below.

Minor Name: _____

Minor Date of Birth : ____/____/____

Parent/Guardian Signature: _____

Parent/Guardian Name (print): _____ Date: _____

MEDICAL CONSENT FORM

Dear Parent/Guardian

Your son/daughter is below the legal age of consent (18 years of age). The law requires that we have your permission to give medical service should the need arise. Your signature on the consent form will authorize us to proceed with the care of the lesser types of medical problems that may occur. In the event of any major health problems, we will notify you as promptly as possible and follow your instructions. If we are unable to contact you or your alternative listed below, your child will be taken to the nearest emergency room facility.

Name of Student: _____ Age: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Date of Birth: _____ Email: _____
Home Phone: _____ Other Phone: _____
Parent's Name: _____ Mobile Phone: _____
Parent's Name: _____ Mobile Phone: _____

**IN CASE OF AN EMERGENCY,
PERSONS TO CONTACT IF PARENTS OR GUARDIAN CAN NOT BE REACHED.**

Name: _____	Home Phone: _____
Relationship: _____	Cell Phone: _____
Name: _____	Home Phone: _____
Relationship: _____	Cell Phone: _____
Name: _____	Home Phone: _____
Relationship: _____	Cell Phone: _____

Does your child have any severe medical problems that we should know about? (For example: asthma, allergies to drugs, heart trouble, epilepsy, diabetes, physical disability etc.?) Please specify.

Should there be any limits on his/her physical activity? If so, what are they?

Has your child had any serious illness in the last three years? If yes, please explain:

Continue on back



At the present time, is your child under a doctor's care? If yes, for what?

Is your child taking any medications or behavioral drugs at this time?

If yes, please explain:

Can we contact your doctor for medical reports? Yes No

Doctor: _____ Phone: _____ Hospital: _____

When was the last time your child had a complete physical examination?

Date: _____ Doctor: _____ Phone: _____

Medical Insurance Information

Name of the Insurance Company: _____

Phone Number: _____

Patient Record Number: _____

Policy Number: _____

Billing Info: _____

Please list any other information of importance.

I do hereby authorize the performance of medical examinations and necessary treatments (including test, x-rays, drugs, etc.) as may be deemed advisable or necessary by the physician in attendance. This consent shall be in effect for the period of time that my son or daughter participates in Associated Students Incorporated sponsored activities. If an emergency arises requiring a major surgical procedure, the camp director will attempt to reach me and to be guided by my wishes: but if I cannot be reached, I authorize the attending physician to act as medical judgment may dictate.

Parent's/ Guardian's Signature: _____

Parents Email: _____

Date of Consent: _____



Peak Adventures Adult Medical Information Form

Activity: _____ Activity Dates: _____
month / day / year

Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Medical Information: If none, please write

1. List allergies if any: (insect bites, drugs, food, etc. *NOTE* counteractive medication should be carried at all times)

Circle one: NONE YES _____

2. List any medications currently taken:

Circle one: NONE YES _____

3. List any serious illness or injury occurring in the past three years:

Circle one: NONE YES _____

4. List any current medical conditions: (asthma, diabetes, epilepsy, heart conditions, etc.)

Circle one: NONE YES _____

5. List any conditions and instructions, if currently under a doctor's care:

Circle one: NONE YES _____

6. List any other condition that may affect your ability to participate: (history of cardiac conditions in the family, etc.)

Circle one: NONE YES _____

Emergency Contacts (Must be people who are not participating with you.)

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

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ASSOCIATED STUDENTS INC. PHOTOGRAPHIC, VISUAL, AUDIO, IMAGE RELEASE

This agreement is given in consideration of my own or, if applicable, my child's photograph, image and or audio of said personal likeness being taken and possibly published on Internet Websites, Broadcasts, and other publications as released to or by California State University, Sacramento, hereinafter the University, and Associated Students of California State University, Sacramento, hereinafter Associated Students, Inc.

WARNING AND ASSUMPTION OF RISK:

I understand that there are inherent risks associated with publication of my own or my child's photograph, audio and image of personal likeness on the Internet, in videos and in publications. These risks may include but not be limited to identity theft and wrongful assumption by others of my or my child's identity or who I or my child is and or danger to myself or my child. I agree to assume these risks, whether known or unknown to me of permitting publication of my own or my child's photograph, image of personal likeness and or personal audio on the internet, in publications or in videos.

GRANT OF PERMISSION TO TAKE PHOTOGRAPHS, IMAGES AND PERSONAL AUDIO:

I grant permission to the University and to Associated Students, Inc., and their employees and agents to take and use photographs, and visual/audio images of myself or my child for any legal purpose. Visual/audio images include any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. I grant this with the understanding that the University, and Associated Students Inc. will not materially alter the original images. In accordance with this grant, I also waive my and my child's rights to inspect or approve finished images or electronic matter prior to publication and waive compensation for their use.

RELEASE:

On behalf of myself and/or my child and our heirs, I hereby waive, release and discharge any and all claims of damages for death, bodily injury, personal injury or property damage which I or my child may sustain, or which hereafter accrue to me or my child, against the State of California, the Trustees of the California State University, California State University, Sacramento, and Associated Students, Inc. as a result of my own or their own personal photograph(s), image of personal likeness or personal video/audio being published except for those liabilities, claims and costs arising from the sole active negligence of the above stated entities. This release is intended to discharge the State of California, the University, the California State University Trustees, Associated Students, Inc., and their officers, employees, directors, agents and volunteers, from and against any and all liability arising out of or connected in any way with publication of my own or my child's photograph(s), images of personal likeness, or personal video/audio, except for the related sole active negligence of these entities. It is further understood and agreed that this waiver, release and assumption of risk is entered upon behalf of my child and myself and shall be binding on my and their heirs and assigns.

ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have been fully informed of the risks and dangers involved in photographic publication of my own or my child's photograph, images of my/their personal likeness and video/audio. I acknowledge that I have read, agree, and fully understand the above Warning, Waiver, Assumption of Risk and Release of Liability.

PARTICIPANT NAME (Print): _____

SIGNATURE (if 18 years old or older): _____ Date: _____

NAME OF PARENT LEGAL GUARDIAN (if 18 years or younger): _____

SIGNATURE OF PARENT/LEGAL GUARDIAN (if 18 years or younger): _____ Date: _____

Participant's Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

(Parent or legal guardian must sign for all persons under the age of 18. Proof of age may be required.)

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