

General Release & Liability Waiver

GROUP NAME OR ACTIVITY		ACTIVITY DATE
PARTICIPANT INFORMATION		
FIRST NAME	LAST NAME	BIRTHDATE
ADDRESS		
CITY	STATE	ZIP
CELL/PRIMARY PHONE	EMAIL	
EMERGENCY CONTACT NAME	EMERGENCY CONTACT PHONE	RELATIONSHIP
PARTICIPANT TYPE (choose one)		
<input type="checkbox"/> General Public/Youth/Unaffiliated <input type="checkbox"/> Person with Disability/Accessible Watersports Participant		
<input type="checkbox"/> Current Student <input type="checkbox"/> SDSU <input type="checkbox"/> UCSD School ID # _____		
<input type="checkbox"/> Current Student Other SD Area College School _____ ID # _____		
<input type="checkbox"/> Faculty/Staff at SD Area College School _____ ID # _____		

PARTICIPANT WAIVER

1. The undersigned participant (hereafter referred to as "The Participant") or legal guardian of The Participant understands and acknowledges that the activities of surfing, sailing, wakesports, windsurfing, paddling, marine science, related water sports, and beach activities (hereafter referred to as "The Activity") involve risks such as but not limited to risk of physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss which might result from the activity itself, the acts of others or the unavailability of emergency care.

2. In consideration for The Participant being allowed to participate in The Activity 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 City of San Diego, the Trustees of the California State Universities, San Diego State University, Regents of the University of California, the University of California San Diego, Associated Students of San Diego State University and their employees, officers, directors, volunteers and agents (collectively "Released Parties") from any and all claims, including claims of the Released Parties negligence resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss the Participant may suffer because of participation in The Activity.

3. The undersigned acknowledges that the Participant has the skills, qualifications, and physical ability to properly participate in The Activity and that The Participant is **"water safe" (able to swim 50 meters and comfortably tread water)**. The undersigned agrees that if they have any questions as to what skills, qualifications and physical ability is necessary to properly participate in The Activity, then they shall direct such questions to management.

4. I agree to hold the Released Parties harmless from any and all claims, including attorney's fees or damage to personal property that may occur as a result of participation in The Activity, including travel to, from and during The Activity. If the Participant needs medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that the Participant should carry their own health insurance.

5. 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.



6. The undersigned agrees to pay for any and all damages to any property of the Released Parties caused by the Participant whether negligently, willfully or otherwise.
7. EMERGENCY TREATMENT CONSENT: The undersigned hereby gives consent to medical treatment of the Participant in the event of an emergency.
8. IMAGE RELEASE: I give my consent for the Participant to be included in photographs, videos, slides, and movies taken at the Center by students, staff, TV, Radio and/or other news media. I understand that pictures become property of Associated Students of SDSU, and might appear in promotional materials, publications, and social media.
9. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, including individuals without disease symptoms. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited or limited the congregation of groups of people.
10. MBAC has put in place numerous preventative measures and enhanced cleaning protocols to reduce the likelihood of spreading COVID-19 in our environment; however, MBAC cannot guarantee that the Participant or additional family members/household will not become infected with COVID-19. Further, participating at MBAC could increase your risk and the risk of additional family members/household around you in contracting COVID-19. MBAC participation conditions are subject to change.
11. I acknowledge the contagious nature of COVID-19 and voluntarily agree to the terms described above and assume the risk that the Participant, and Participant's family members/household, (hereafter "Participant's Family/Household") may be exposed to or infected by COVID-19 by our participation and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
12. I understand that the risk of becoming exposed to or infected by COVID-19 at MBAC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Released Parties and their employees, officers, directors, volunteers and agents, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to the Participant and Participant's Family/Household (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that the Participant or Participant's Family may experience or incur in connection with participation in MBAC programming ("Claims").
13. I hereby release, covenant not to sue, discharge, and hold harmless the Released Parties, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Released Parties, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation.

APPROVAL OF PARTICIPANT or APPROVAL OF LEGAL GUARDIAN OF PARTICIPANT IF PARTICIPANT IS UNDER 18 YEARS OF AGE: I am The Participant or the legal guardian of The Participant named on this form. I have read and understand the agreement and I realize the agreement involves surrendering valuable legal rights. Nonetheless I agree to be bound by all of the terms of the agreement. I also give consent to the participation in water sports and related activities by The Participant.

SIGN HERE X

Signature of participant -OR- signature of legal guardian if participant is under 18

DATE



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