

Occidental College Community Pass Program

Assumption of Risk, Release and Waiver

This is a legally binding Assumption of Risk, Release and Waiver Agreement (the Release), executed by [Full Legal Name:] _____ (Participant), whose address is _____, to Occidental College (the College), located at 1600 Campus Rd, Los Angeles, CA 90041.

1.0 I, the undersigned, wish to participate in the College's Community Pass Program (the Activity) from _____ [enrollment date] to _____ [expiration date].

2.0 In consideration for being permitted to participate in the Activity, I hereby release, waive, forever discharge, and covenant not to sue the College, its trustees, officers, agents, employees, volunteers, insurers, and students (Releasees), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which I may have or which may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me or in my custody, whether caused by the negligence or carelessness of the Releasees, or otherwise, while I am on, or in transit to or from, the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

3.0 I understand and agree that during the Activity, I may be participating in indoor and/or outdoor exercise activities such as (but not limited to): recreational sports, games, and activities; swimming; walking; running; jumping; weightlifting; body-weight exercises; stretching; yoga or other exercise classes; consumption of beverages; and using athletic facilities, tennis courts, outdoor basketball court, a running track, swimming pool, locker rooms, changing rooms, restrooms and showers, free weights, exercise equipment, or other athletic and recreational equipment.

Exercise is not without its risks, and I sign this Release in full recognition and appreciation of the dangers, hazards, and risks inherent in participating in the Activity which include but are not limited to: tripping, slipping, and falling; physical injury (such as cuts, scrapes, and bruises; injury to muscles, tendons, and body parts; broken bones; rhabdomyolysis; concussions; pain or soreness; fatigue or exhaustion; dehydration; insect or animal bites; hypothermia or hyperthermia; eye injury or loss of sight; joint or back injuries; cardiac arrest; respiratory injury; and sunburn); collision with other persons, objects, vehicles, or structures; drowning; aspiration of water; psychological injury; exposure to cold or hot temperatures; illness; accident; paralysis; disability; pain and suffering; , aggravation of a pre-existing condition, adverse effect of over-exertion, muscle strain, abnormal blood pressure, sudden blood pressure changes, dizziness, irregular or disordered heartbeat, fainting, heart attack, stroke, or death. To reduce the risk of injury, I acknowledge the importance of consulting a healthcare provider for appropriate exercise prescription and safety precautions. I knowingly and freely agree to accept and assume all of the risks involved with this Activity, including those not listed above, and assume all responsibility for any injury I may suffer as a result of those risks and dangers.

4.0 I understand and agree that Releasees do not have medical personnel available at the location of the Activity. I understand and agree that Releasees are granted permission to authorize emergency medical treatment and emergency medical transportation, if necessary, and that such action by Releasees shall be subject to the terms of this Release and included within its scope. I understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of, or in connection with, such authorized emergency medical treatment or transportation. I understand and agree that I am

solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby consent to receive from any licensed hospital, physician, dental, or medical personnel any medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity.

I state that:

- ☐ I have no allergies or medical conditions that should be shared with emergency medical providers; Or:
- ☐ The following allergies or medical conditions should be shared with any emergency medical provider in the event Releasees must authorize emergency medical treatment:

I confirm that I am in good health and proper physical and mental condition and do not have any medical or other conditions that would impair my ability to safely participate in the Activity.

5.0 I agree to comply with all federal, state, and local laws, directives, and guidelines related to the Activity while participating in the Activity. I understand and acknowledge that I may be supervised by the Activity's employees or volunteers while participating in the Activity (or any related activities) and I agree to follow all instructions, recommendations, and cautions issued by such employees or volunteers or any employee or agent of the College. I agree to take reasonable steps to ensure my own safety while participating in the Activity, such as wearing protective body clothing, closed-toe shoes, a helmet, sunscreen, or any other appropriate safety or protective equipment. If at any time I believe conditions to be unsafe, or I am no longer in the proper physical or mental condition to participate in the Activity, I will immediately discontinue my participation in the Activity.

6.0 This Release is binding on me, my heirs, administrators, executors, personal representatives, legal predecessors, successors, and assigns. It is my express intent that this Release shall bind me, the members of my family, as well as my estate.

7.0 I further agree to indemnify, defend, and hold harmless Releasees from any claim, action, or cause of action arising out of, or related to, any matter that is released or risk that is assumed under this agreement or which is otherwise brought by any family member or third party arising out of, or related to, my participation in the Activity.

8.0 By my signature below, I acknowledge and represent that I have fully informed myself of the content of this Release by reading it before I sign it, that I understand what this document means and I sign it knowingly, voluntarily, and as my free act and deed. I have had the opportunity to consult with an attorney and have either done so or hereby waive this right. I warrant and represent that no oral representations, statements, or inducements, apart from the express contents of this document, have been made or relied on by me in signing this agreement. I sign with full knowledge of California Civil Code Section 1542 which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The provisions of this statute, and any similar provision of the law of the state in which these events are held, are hereby waived and I fully release the Releasees from liability for any unknown claims.

9.0 I understand and agree that during the Activity, I may be photographed and/or videotaped by the College for internal and/or promotional use. I hereby grant and convey to the College all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the College's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

10.0 I hereby agree that this Release represents the full understanding between the College and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. This Release is to be construed in accordance with the laws of the State of California. If any term or provision of this Release is held to be illegal, unenforceable, or in conflict with any law, the validity of the remaining portions will not be affected thereby.

11.0 I understand the College's Community Pass Program (the Activity) is **non-refundable or transferable**. If an exemption is granted and a refund is to be issued, the monthly fee (\$150) will be applied to any past portion of the yearly pass.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

By my signature below, I attest that the information expressed in this document is true and accurate, and that I agree to abide by all terms and conditions herein.

Participant

Name: _____

Email

Address: _____

Signature: _____

Date: ____ / ____ / ____ Phone: _____

EMERGENCY CONTACT INFORMATION

In case of an emergency, contact:

Name: _____

Relationship: _____

Address: _____

Telephone Number: _____

Email: _____

COMPLETED BY OFFICE STAFF:

CARD # OR PASS #: _____