

SRJC 3 on3 Tournament Activity Waiver //2012, RELEASE & INDEMNITY AGREEMENT

For and in consideration of permitting the following named person, to enroll in; and/or participate in the following activity(ies) _____ of the Sonoma County Junior College District, beginning on the _____ day of _____, 20___, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions, or causes of action, for personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging or receiving instructions in said activity, or any activities incidental thereto, wherever or however the same may occur and continue, and the undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the Sonoma County Junior College District or any of its officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

It is the intention of (participant) by this instrument, to exempt and relieve the Sonoma County Junior College District from liability for personal injury, property damage or wrongful death caused by negligence.

The undersigned, for him/herself, his/her heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the Sonoma County Junior College District, he/she shall indemnify and save harmless the Sonoma County Junior College District from any and claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

I, the undersigned, have no known medical condition(s) which may pose a risk to the health and safety of me or others by participating in the activity(ies). I agree to advise the District in writing of any medical, physical or health condition which may be affected or in any way jeopardized by participating in a specific field trip/excursion.

I hereby acknowledge and understand that unless specifically advised otherwise, the college is not providing the transportation and it is my responsibility to arrange for my transportation to and from the activity. If the college is providing transportation but I do not use the transportation, I am responsible to make my own arrangements and the college assumes no responsibility or liability of any kind.

If the college is not providing the transportation I further understand:

- the driver of the vehicle in which I am riding, either as driver or passenger, is not driving on behalf or as an agent of the college, and the college has not verified the driving record of the driver, the liability insurance on the vehicle, or the condition of the vehicle;
- the college is in no way responsible, nor does the college assume liability, for any injury or loss which may result from my transportation;
- although the college may assist in coordinating the transportation and/or recommend travel time, routes, car pooling, or caravanning, recommendation(s) or travel assistance provided is not mandatory;

I understand and acknowledge that these activities, by their very nature, pose the potential risk of serious injury/ illness to individuals who participate. I understand and acknowledge that some of the injury/ illnesses which may result from participating in these activities include, but are not limited to, the following: Strains/ sprains; Fractured bones; Unconsciousness; Head and or back injuries; Paralysis; Loss of eyesight; Communicable diseases/ Bloodborne pathogens; DEATH!

I understand and acknowledge that in order to participate in these activities, I agree to assume liability and responsibility for any and all potential risks which may be associated with participation in such activities. I understand, acknowledge, and agree that the college, its employee's, officers, agents, or volunteers shall not be liable for any injury/illness suffered by me which is incident to and or associated with preparing for and or participating in the activity(ies).

In the event of any illness or injury, I hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care from a licensed physician and or surgeon as deemed necessary for my safety and welfare. It is understood that the resulting expenses will be the responsibility of the participant.

In the event of illness or accident, please notify:

Name Address Phone

The undersigned acknowledges that he/she has read the foregoing Waiver of Liability Notice and the foregoing three (6) paragraphs, has been fully and completely advised of the potential dangers incidental to engaging/participating in the activity and/or instructing of the above-mentioned, understands he/she is not covered by Sonoma County Junior College District insurance, and is fully aware of the legal consequences of signing the within instrument.

Signature (Participant) Date Parent Signature (if minor) Date