

# Occidental College

## Assumption of Risk, Release and Waiver

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This is a legally binding Assumption of Risk, Release and Waiver Agreement (the Agreement), executed by [Name:] \_\_\_\_\_ (Participant), whose address is \_\_\_\_\_, to (Releasees) Occidental College (the College), located at 1600 Campus Rd, Los Angeles, CA 90041 and Tiger Basketball Camps, located at 1017 Indiana Avenue, Pasadena, CA 91030 .

1.0 I, the undersigned, wish to participate in Tiger Basketball 2016 Holiday Clinics (the Activity) to be held 12/19/16-12/30/16 at Rush Gymnasium located at 1600 Campus Rd, Los Angeles, CA 90041.

2.0 In consideration for being permitted to participate in the Activity, I do release, waive, forever discharge, and covenant not to sue the College, its trustees, officers, agents, employees, volunteers, and students and Tiger Basketball Camps employees, 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 in, on, upon, 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 sign this Agreement in full recognition and appreciation of the dangers, hazards, and risks inherent in participating in the Activity, which include but are not limited to: physical injury (including soreness, cramps, eye injuries, sprains, strains, fractures, scrapes, bruises, or other more serious injuries including partial and/or total paralysis or other permanent disability), heat related illnesses including heat exhaustion, musculoskeletal injuries, contracted illnesses, headaches, head trauma or other serious injuries or accidents, including death. 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, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement 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. 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:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

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6.0 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.

7.0 By my signature below, I acknowledge and represent that I have fully informed myself of the content of this Agreement 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 which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The provisions of this statute, and any similar provision of the state in which these events are held, are hereby waived and I fully release the Releasees from liability for any unknown claims.

8.0 This Agreement is to be construed in accordance with the laws of the State of California. If any term or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any law, the validity of the remaining portions will not be affected thereby.

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: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

IF PARTICIPANT IS UNDER 18 YEARS OF AGE,  
THIS AGREEMENT MUST BE SIGNED BY PARTICIPANT'S PARENT OR LEGAL GUARDIAN.

By my signature below, I attest that I am the parent or legal guardian of the above-named participant, that the information expressed in this document is true and accurate, and that I agree to abide by all terms and conditions herein both for myself and on behalf of the Participant named above.

Parent/Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_