

CALIFORNIA BAPTIST UNIVERSITY AQUATICS CENTER

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I understand and acknowledge that the CBU Aquatics Center involves physical activity which, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The use of the Aquatics Center involve swimming and treading water as well as physical contact and strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity sometimes occurring in and under water which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, and sprains to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to catastrophic injuries including paralysis and death. I know, understand, and appreciate these and other risks that are inherent in the Aquatics Center. I hereby assert that myself and or my children participation is voluntary and that I knowingly assume such risks.

In consideration of permission to participate in the use of the Aquatics Center, I for myself, my heirs, personal representatives or assigns, do hereby covenant not to sue, and release, waive, and discharge from liability California Baptist University (CBU), its trustees, officers, employees, affiliates, and agents from any and all claims including the negligence of CBU resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities related to the Aquatics Center.

I agree to indemnify and hold CBU, its trustees, officers, agents, servants and employees completely harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, arising or resulting from my involvement at CBU and to reimburse them for any such expense incurred.

I have read this *Waiver of Liability, Assumption of Risk, and Indemnity Agreement* and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I also agree to abide by all policies developed by CBU.

The below health history is true and correct to the best of my knowledge and the person(s) herein described has permission to engage in all prescribed Aquatics activities. In the event I cannot be reached in an emergency, I hereby give permission to the medical personnel selected by the Aquatics Director or designee to hospitalize, secure proper treatment for, and to order injection, anesthesia or surgery for anyone as named, below:

Participant's: *(Please Print First & Last Name)*

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

HEALTH HISTORY: _____

CURRENT MEDICATIONS: _____

The undersigned has caused this Agreement to be signed this _____ day of _____, 20__

Print Name Adult/Parent/Guardian:

Signature:

Cell Phone: