



**SAN FRANCISCO
STATE UNIVERSITY**

ENTERPRISE RISK MANAGEMENT

1600 Holloway Avenue, ADM 260
San Francisco, CA 94132-4260
Tel: 415/338-2565
Fax: 415/338-0597
erm.sfsu.edu

Dear _____:

You are currently participating in a California State University-affiliated program, which requires air and/or ground transportation.

Air and ground travel involves risks and could result in damage to property, injury to persons, and death. Please be informed that the California State University assumes no liability for damage, injury, and death, which may occur during air and/or ground travel required by the California State University-affiliated programs. Your participation in the program is voluntary, and you participate at your own risk.

Prior to undertaking a California State University-affiliated air and/or ground travel, you will be required to sign a "Release of Liability, Promise not to Sue, Assumption of Risk and Agreement to Pay Claims" statement. Please review the statement carefully before signing it. If you have any questions about this advisory or the statement, please feel free to contact Enterprise Risk Management at (415) 338-2565, or myself at (415) 338-1124 or mbeatty@sfsu.edu.

Sincerely,

Michael Beatty, ARM
Risk Manager

To be completed by travel participant:

My signature below acknowledges that I have received and read this advisory.

Printed Name

Signature

Date



RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND
AGREEMENT TO PAY CLAIMS

Activity: _____

Activity Date(s) and Time(s): _____

Activity Location(s): _____

In consideration for being allowed to participate in this Activity, 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 Trustees of the California State University, San Francisco State University and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to **hold** the University **harmless** from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.



I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.**

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.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Signature: _____

Participant Name (print): _____

Date: _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity.** I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document and attached schedule, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Participant's Parent/Guardian

Name of Minor Participant's Parent/Guardian (print)

Date

Minor Participant's Name