



Release of Liability Instructions

CSU faculty and staff are responsible for conducting campus programs and activities in a manner that does not impose an unreasonable risk of loss or injury. If a department or program sponsors activities which involve risks of injury or damage to property and does not obtain a signed release, the department may be unnecessarily exposing the CSU, the campus and yourself to costly claims or lawsuits. The department would also be missing an opportunity to inform participants about the risks associated with an activity or event. Although these agreements are primarily legal tools, they also serve an educational purpose by making participants aware of potential risks. Often providing participants with this information is all that is necessary to avoid preventable accidents.

Form: Release of Liability, Promise Not to Sue, Assumption of Risk & Agreement to Pay Claims

Department Instructions

Those responsible for organizing a campus-sponsored activity for which the *Release of Liability, Promise Not to Sue, Assumption of Risk & Agreement to Pay Claims* is required should provide participants with the release sufficiently in advance of the activity to give each prospective participant a chance to read and consider the document. They should also inform participants if an alternative assignment is available and what steps to take to participate in the alternative assignment. Use a separate release for each participant.

Before distributing the release, insert the time, location and description of the activity. Be very detailed. For example, if the activity involves two or more locations, write down each location such as “the de Young Museum in San Francisco and Levi’s Stadium in Santa Clara.” If the event consists of two or more activities, include each activity such as “swimming, biking and mountain climbing.” Providing more details allows participants to better understand the risks involved and provides additional protection to a campus. Although the preference is that releases should be signed on an event-by-event basis, participants may sign for multiple events over a period of time so long as each event is mentioned and described in the release and the risks presented by each event are similar. “Blanket” waivers are not permissible. Releases must specify dates of the activity. “Spring semester 2021” is not permissible. “M-W 9-10AM, January 25, 2021 to May 12, 2021” is permissible.

Case law in California defines how releases should be printed, including their layout and font size. For this reason, do not change the format of the release in any way. Releases cannot be included as the “fine print” in a larger publication such as a brochure. They must be printed and viewed as a separate document.

Anyone who refuses to sign a release shall not be allowed to participate in the activity. The opportunity to participate is exchanged for the agreement to release the university from liability for injury or property damage that may result from participation. Occasionally someone signs the release after crossing out certain portions that they do not like or adding words to modify the release. The campus cannot accept an altered release.



Electronic Signatures

Electronic signatures and acknowledgements can only be used if Government Code §16.5 and California Code of Regulations §22000 are adhered to and the student's signature and acknowledgement can be authenticated and a copy of the authentication and process can be produced upon request. Any electronically-signed release must be sent using an @mail.sfsu.edu or @sfsu.edu email address. This allows the university to authenticate the veracity of the signer's/sender's signature. For releases signed electronically, department must retain both the electronic waiver and a printout of the email used to electronically transmit the release.

Minors

Participants under 18 years of age must obtain their parent/guardian's signature prior to participating in an activity. Because the participant's parent or guardian signs the release, there is no requirement to also have the minor participant sign the agreement.

Electronic signatures and acknowledgements cannot be used for minors. Waivers signed by parent/guardians, must be a hard copy with "wet" signatures.

Releases signed by a parent or guardian on behalf of a minor must be retained for at least three years after an activity ends or until the minor turns twenty, whichever is longer.

Retention and Storage

Releases must be stored for at least three years after an activity ends. Releases signed by a parent or guardian on behalf of a minor must be retained for at least three years after an activity ends or until the minor turns twenty, whichever is longer. Departments or units who sponsor an activity requiring a release are responsible for document retention and storage.

Departments or units who sponsor an activity requiring a release should store the release by activity date in alphabetical order by name of participant. This greatly expedites retrieval if a release is needed for a legal proceeding. If space becomes a problem, releases can be stored electronically in lieu of the signed original

Questions regarding this form should be directed to Enterprise Risk Management at riskmgmt@sfsu.edu