

**MiraCosta Community College District
Liability Release and Waiver Agreement**

In consideration for permission to participate in the Physical Activity, each person signing below hereby stipulates and agrees:

Assumption of Risk

I represent that I am physically sound and to my knowledge I have no medical condition that will prevent me from participating in the Physical Activity. I VOLUNTARILY AND FULLY CHOOSE TO ASSUME ALL RISKS AND DANGERS, including the risk of injury or death, that may be associated with, or resulting from, my participation in the Physical Activity.

Release from Liability

I agree for myself and for my heirs to fully and forever discharge and release the MiraCosta Community College District, its trustees, officers, employees and agents (collectively, the "Releasees") from any and all liabilities, claims, demands, actions and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of service, expenses, actions and causes of action whatsoever whether known or unknown based on any injuries, costs, losses of services, expenses and any and all damages, claims whatsoever, whether caused by their negligence or for any other reason, on the account of, or in any way resulting from, personal injuries, conscious suffering, death or property damage to myself or to any other person or property, in any way connected with my preparation or participating in the Physical Activity. I agree that this Liability Release and Waiver Agreement shall include my participation in any and all activities sponsored by the Releasees including, but not limited to, participation in instructional sessions, or any physical activity.

Covenant Not To Sue

I agree for myself and for all my heirs, not to sue Releasees, not to initiate or assist the prosecution of any claim for damages or cause of action which I or my heirs may have by reason of personal injury or death to participation or destruction to participant's property arising from Releasees activities.

Indemnity Agreement

I agree for myself and my heirs to indemnify and hold harmless the Releasees from any loss, claims, actions, causes of action or proceedings of any kind which may be initiated by me or by any other person, entity or organization, including demands, judgments, costs, losses of service, expenses, or reimbursement of counsel fees incurred by participant or by the Releasees from activities contemplated by this Agreement. I give permission to Releasees to obtain on my behalf any emergency medical treatment. In case of sickness, accident or injury, Releasees may have my express permission to secure, at my expense, such medical treatment as is deemed necessary in the sole discretion of Releasees.

Continuation of Obligations

I agree for myself and my heirs that the above provisions, including Assumption of Risk, Release From Liability, Covenant Not To Sue and Indemnity Agreement, shall continue in full force and effect now and at all future times when participant is involved in any physical activity relating to a District sponsored event.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I HEREBY EXPRESSLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS:

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.

I HEREBY UNDERSTAND AND AGREE that all rights under section 1542 of the California Civil Code are expressly waived and that this release releases all injuries, damages, or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforeseeable, patent or latent, which she/he may have against another party or parties herein released.

I hereby acknowledge that I have fully read the District and Department policies and procedures and fully understand and agree with each provision. _____ (initial) (A)

(B) _____
(NAME OF PARTICIPANT-PLEASE PRINT)

Date: _____

(C) _____
(SIGNATURE OF PARTICIPANT)

Date: _____

(D) _____
(SIGNATURE OF PARENT/GUARDIAN OF MINOR)

Participant's Age (if minor) _____(E)

INSTRUCTIONS: #1. Complete lines (A-C) above for adults and lines (A, B, D & E) for minors under age 18. **#2.** Fill in Date.

Any questions about this waiver should be discussed between you and your legal representative or attorney 06 2010