



WAIVER OF LIABILITY AND RELEASE AGREEMENT

I, _____ wish to participate in the **Construction, Remodeling & Renovation** (the "Activity") offered by La Sierra University ("LSU"). As a precondition to participating in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

1. **Assumption of Risk.** I understand that participating in the Activity entails inherent risks of physical injury, including but not limited to, the risks described in the Activity Detail Form on the reverse side of this Release Agreement. I have been given the chance to ask questions concerning the Activity Detail Form, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of LSU, its officers, trustees, agents, employees or volunteers (collectively referred to as the "University").

2. **Liability Release.** In consideration for LSU allowing me to participate in the Activity, I agree I will not sue the University and I release the University from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity being conducted, excepting those claims arising from the gross negligence or willful misconduct of the University.

3. **Indemnification.** I agree to indemnify and hold harmless the University from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the University may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or willful misconduct of the University.

4. **Warranty of Physical Fitness.** I warrant that I am physically fit and in good condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the University has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the University is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

5. **Emergency Medical Treatment.** I grant the University permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by the University shall be subject to the terms of this agreement. I understand and agree that the University assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the state of California, without regard to its conflict of laws provision. The courts in Riverside County, California, shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both sides of this Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Name of Participant (print)

Signature

Date
younger

Age

Signature of Guardian if 17 years of age or

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BOTH PAGES BEFORE SIGNING.

ACTIVITY DETAIL FORM

Name of Activity/Class: Construction, Remodeling and Renovation

Date(s) of Activity/Class: _____

Location of Activity/Class ☐ LSU Campus ☐ Other: _____

Description of Activity/Class:

- ❖ Painting, climbing on steep roofs, ladders, scaffolds, balconies, overhead storage and work heights more than six feet high are common at construction sites.
- ❖ Roofing, drywall work and other tasks include heavy lifting
- ❖ Bricks and wood are cut with fast moving blades that cause airborne particles.
- ❖ Use of personal hand and/or electric tools
- ❖ There is a high probability for cave-ins when working below grade level.
- ❖ Servicing equipment while it is in operation, walking under a suspended load

By participating in the above activities you may be exposed to several inherent risks, including but not limited to those listed below:

- ❖ **Falls--**Steep roofs, ladders, scaffolds, balconies, overhead storage and work heights more than six feet high are common at construction sites. Roofing poses the highest possibility for falls, and therefore, guardrails and safety lines need to be utilized. (An additional exposure to consider in roofing is the possible presence of asbestos materials.)
- ❖ **Back Strains--**Roofing, drywall work and other tasks include heavy lifting and require workers to work in awkward positions, which can contribute to strains.
- ❖ **Respiratory Problems--**Bricks and wood are cut with fast moving blades that cause airborne particles. Fumes, vapors, grinding operations, spray paint, hazardous materials, hot liquids, metals and chemicals may also abound on the construction site. These exposures to loss contribute to the possibility of both bodily injuries and long-term respiratory disease. Personal protective equipment, such as goggles, face shields, respirators, shoes and gloves must always be used.
- ❖ **Cave-ins--**There is a high probability for cave-ins when working below grade level, which may cause serious injuries or fatalities
- ❖ **Human Element--**While job-site factors are important, the vast majority of construction accidents occur due to workers' unsafe acts and omissions. Some examples include servicing equipment while it is in operation, horseplay, unauthorized use of the equipment, walking under a suspended load, passengers riding on fenders and storage of dynamite and caps in the same location. Construction workers should arrive at work feeling physically fit and rested. Fatigue and stress in meeting deadlines can lead workers to make unpredictable mistakes.
- ❖ **Hazard Elimination--**Look for clutter in aisles, on stairs in traffic lanes and fire exits. Check for loose materials, lumber shavings, scraps, oil, grease and liquid spills.
- ❖ **Acts of God**

We request you conduct your participation with the safety of yourself and others in mind.

Hazard Control--This includes wearing proper eye and ear protection. Select only UL labeled equipment that has factory designed guarding. Wear suitable clothing, hard hats, safety shoes, gloves and aprons when needed. Use respirators where necessary.

PLEASE READ AND SIGN THE RELEASE AGREEMENT ON THE REVERSE SIDE OF THIS FORM.