



## WAIVER OF LIABILITY AND RELEASE AGREEMENT

I, \_\_\_\_\_ wish to participate in the \_\_\_\_\_ (the “Activity”) tryout offered by  
Print name of Student Sport  
La Sierra University (“University”) Athletics team. 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 the University, its officers, trustees, agents, employees or volunteers (collectively referred to as the “University”).

2. COVID-19 While the University is taking reasonable steps to follow local, state, and federal guidance intended to promote public health and limit the spread of infection from communicable diseases including but not limited to MRSA, influenza, and COVID-19, the University cannot possibly eliminate all risk of exposure associated with participation in the program. Participation in the program necessarily includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19 and this document has served to provide me clear and unambiguous notice of the existence of the particular risks related to communicable or infectious diseases that are associated with participation in the program. While rules requiring physical distancing, facial covering, frequently washing my hands, cover mouth when sneezing/coughing, staying home when feeling symptoms as outlined by the CDC and other public health measures may reduce this risk. The risk of serious illness and death does exist; and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or other program participants, and I assume full responsibility for my participation. I willingly agree to comply with all of the University’s rules, requirements and guidance regarding infectious diseases as a condition of participation in the program. If, however, I experience in myself or observe in others, any unusual or significant hazard during my presence or participation I will remove myself from participation and bring such information to the attention of the nearest official immediately. I understand that this obligation requires me to remove myself from participation in the program if I am experiencing symptoms of an infectious disease

3. 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.

4. 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.

5. 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.

I understand that a position on the roster of the above named sport is based on the outcome of my tryout. **If a position on the team is secured, I understand I will be required to provide a completed Pre-Participation Physical Examination.** The appropriate forms are found on the La Sierra University Athletic web site and may be completed through appointment in the University Health Center or through a physician of athletics choice or my own personal physician.

6. 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.

7. Misconduct Possession or use of firearms, or toy facsimiles, paint-ball guns, BB guns, knives, martial arts weapons, darts, any type of ammunition, and other dangerous weapons are prohibited on University property except when carried by law enforcement personnel or when being used in conjunction with a firearms training/safety class (this includes bow and arrows for hunting purposes). The sale, use, or possession of fireworks or explosives is also prohibited. It is unlawful to interfere with the normal activities, normal occupancy, or normal use of any building or portion of the University campus by exhibiting or using or threatening to exhibit or use a firearm. A person who violates this section is guilty of a felony and upon conviction could face such penalties as a fine or imprisonment. City, state, or federal prosecution may result. Note about laser pointers: Students or persons misusing laser pointers on campus or on University property will be subject to disciplinary action. Misuse is defined as any use other than for instructional or presentation purposes.

8. Agreement 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.

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Name of Participant (print)

Signature

Date

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Name of Parent/Guardian

Age of Minor

Signature of Parent/Guardian if student is under 18 years

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