

# Joseph L. Alioto Recreation Center

## Waiver and Release

Saint Mary's College of California

Please Select One

SMC Student

SMC Staff

SMC Faculty

SMC Affiliate

Other: \_\_\_\_\_

Date: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ SMC ID#: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Emergency Contact Information

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Relationship: \_\_\_\_\_

### Waiver Agreement and Release of Liability

In consideration for permission to access and use the Joseph L. Alioto Recreation Center facilities and equipment ("the Facility") for my personal recreational use, I hereby release, waive, discharge and promise not to sue Saint Mary's College of California, its trustees, regents, officers, employees, Christian Brothers and volunteers acting on its behalf ("Saint Mary's"), from any and all liability, claims demands, actions and causes of action whatsoever arising out of or related to any loss, damage or personal injury suffered or sustained by me or to any of my property, whether caused by the negligence of Saint Mary's or otherwise, while accessing or using the Facility. My use of the Facility pursuant to this Agreement is not a requirement of any course of study at Saint Mary's and is not a part of any work related responsibilities. My use of the Facility is completely voluntary and at my own risk.

I understand that signing this waiver is required prior to my access and use of the Facility because such access and use will expose me to a variety of risks and danger associated with the activities offered at the Facility. These activities include but are not limited to swimming, diving, climbing, court activities, the use of free weights, exercise bikes, treadmills, and other equipment designed for cardiovascular exercise and/or weight training and conditioning. The activities identified on this non-exhaustive list are known to present the risk of severe bodily injury or death resulting from the use or misuse of the Facility. I further understand that the use of gym facilities, including but not limited to locker rooms, showers, and high-touch equipment such as the rock wall, exercise mats, balls, free weights, cardiovascular machines, elliptical machines, treadmills, rowing machines, stationary bikes, stair climbers, life fitness machines, multi-functional machines and performance machines can all carry an added risk of exposure to contagions such as flu and Coronavirus/Covid-19. I represent that I am familiar with the risks associated generally with the use of high-touch equipment, with exercise and recreational activities, and the risks associated with the specific activities available at the Facility. I further represent that I understand that the risk of harm includes, in addition to bodily injury, sickness or death, the potential to cause and/or aggravate emotional distress. Knowing the risks associated with access and use of the Facility, as described above, nevertheless, I am voluntarily participating in these activities with knowledge of the danger involved, and I hereby agree to assume those risks and to release and hold harmless all of the persons and entities mentioned above.

Furthermore, I agree to indemnify, defend and hold harmless Saint Mary's, from and against any damages suffered by me or to my property, or from and against any claim by a third party, arising out of, incident to, or in connection with my conduct while at the Facility whether or not such damages resulted in part from the negligence of Saint Mary's. This indemnity obligation shall not be effective if Saint Mary's has engaged in willful or wanton misconduct or has been grossly negligent in the operation or maintenance of the Facility.

It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my assignees, heirs, guardians, and legal representatives. I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability and contract between Saint Mary's and myself.

### Personal Image Release and Waiver

In consideration for allowing me to access and use the Facility, I hereby grant permission and authorization to Saint Mary's, to create and make use of my image, appearance, portrait, photograph, likeness and/or voice (collectively "Likeness"). Such use may include any and all lawful purpose, including but not limited to advertising, marketing, trade or sale and I acknowledge that I shall have no right at any time to inspect the use of my Likeness or approve or disapprove of its use by Saint Mary's, its licensees and assigns.

I acknowledge that my Likeness may be created in the form of still photographs, motion picture, video, print and other audio and sound recordings, any and all of which may be in print, analog and or digital format. I acknowledge that such use may include but is not limited to publication, performance, display, reproduction or the creation of derivative works in print, live, on the Internet or in other electronic streaming formats and any other print, analog or digital media and motion picture format as may exist now or become available in the future.

I acknowledge that Saint Mary's may make such use of my Likeness with or without any mention of my name. I also acknowledge and agree that I am to receive no compensation of any kind, monetary or otherwise, on account of or arising from Saint Mary's use of my Likeness.

This release agreement shall be governed and construed according to the laws of the State of California. I am of legal age, I have read this agreement, I understand its meaning and I am signing this of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 17 years old and under, Parent or Guardian Consent

I am the parent or guardian of the minor named above and I have the legal authority to execute this release on his/her behalf, I have read this Agreement and I understand its meaning. In the event of any future claim brought by or on behalf of the Participant arising from or related to the Participant's access and use of the Facility, including the use of Participant's Likeness, I have read this document in its entirety and I am executing it willfully, with the full knowledge of its contents and with an understanding of its consequences. I hereby agree to defend and indemnify Saint Mary's from and against any such claim(s). The contact information included below is mine.

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE USE ONLY** | Verified by: \_\_\_\_\_