

**WAIVER AND RELEASE OF LIABILITY
SAINT MARY'S COLLEGE OF CALIFORNIA**

Activity: _____ Date/Time of Activity: _____

Activity Coordinator/Sponsor: _____

Location: _____

Activity Description: _____

Name (print): _____ email or telephone: _____

Address: _____

Describe the type of risk typically associated with this Activity:

(The above description is intended to inform the participant of the nature of risk related to the Activity. This description is not exhaustive. There may exist additional risks, foreseen or unforeseen, inherent in the Activity)

In consideration for receiving permission to participate in the Activity, I hereby release, waive, discharge and promise not to sue Saint Mary's College of California, its trustees, regents, officers, employees 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 injury, including but not limited to the damages described in this agreement, suffered or sustained by me or to any of my property, **whether caused by the negligence of Saint Mary's or otherwise**, while participating in the Activity, or in transit to or from the Activity, or while on or upon the premises of Saint Mary's, or while on or upon the premises where the activity is being conducted.

I understand that signing this waiver is required prior to my participation in the Activity because the Activity directly and/or inherently involves various risks and hazards. This Activity is not a requirement of any course of study at Saint Mary's and my participation is completely voluntary.

I understand and agree that there are risks associated with the Activity that may make it dangerous with the potential to cause and/or aggravate emotional distress, bodily injury, and/or loss of limb or life. I acknowledge that risks described in the box above can be associated with the Activity and that in addition to the described risks, there may exist additional risks not specifically listed but reasonably related to or associated with participation in the Activity, however likely or remote such risks may be. With this knowledge, I undertake the Activity and assume all risk and responsibility arising from and related to my participation in the Activity. I represent to Saint Mary's that I have no health-related reasons or problems, including but not limited to emotional sensitivities, that would preclude or restrict my participation in this Activity, or that could be aggravated by my participation in this Activity and that I have adequate health insurance necessary to provide for any medical costs for injuries that may directly or indirectly result from my participation in the Activity.

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 or participation in the Activity, **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 conducting the Activity.

This release and indemnity 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.

If the individual named above is under 18 years of age:

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

Signature

Date