



Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Club Sports Program – *Ice Skating*

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Waiver: In consideration of being permitted to participate in any way in the Club Sports Program, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Student Union of San José State University, Associated Students of San José State University, San José State University, the State of California, the Trustees of the California State Universities, and their officers, employees, volunteers and agents from liability **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Club Sports Program (*Initials*_____).

Assumption of Risks: Participation in the Club Sports Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. *I am aware that Ice Skating is a vigorous sport involving moderate cardiovascular stress; specific hazards or risks involved in the Ice Skating Club include, but are not limited to the following:*

- Cuts, slashes, or lacerations from sharp skates that could cause serious trauma to tendons, ligaments or other areas and may require surgery for repair.
- Sprains, bruises, broken bones, and head injuries from falling on the ice
- Risk of emotional and psychological injuries or damage
- Serious risk of all bones, joints, muscles and internal organs from the demands of the sport of skating or falling on the ice, which could result in partial or complete paralysis or brain damage High risk of head and neck injuries which
- Risk of death

I understand that Ice Skating requires a certain level of fitness for safe participation and that the SJSU Club Sports Program strongly recommends all participants have a physical examination to determine participation in Club Sports activities.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Club Sports Program. I hereby assert that my participation is voluntary and that I have knowledge of the danger involved and all such risks of property damage, personal injury or death (*Initials*_____).

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND the Student Union of San José State University, Associated Students of San José State University, San José State University, the State of California, the Trustees of the California State Universities, and their officers, employees, volunteers and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Club Sport Program and to reimburse them for any such expenses incurred (*Initials*_____).

