



San José State  
UNIVERSITY

# Waiver of Liability, Assumption of Risk, and Indemnity Agreement

## Club Sports Program -- *Kendo*

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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 Kendo is a vigorous sport involving violent physical contact and ruthless cardiovascular stress; specific hazards or risks involved in the Kendo Club include, but are not limited to the following:*

- Head trauma from participant contact or from equipment
- Sprains and bruises from participant contact or from equipment
- Serious risk of all bones, joints, muscles and internal organs from unexpected contact or reckless contact of other participants or equipment
- Risk of emotional and psychological injuries or damage
- High risk of neck and back injuries which could result in partial or complete paralysis or brain damage
- Risk of death

*I understand that Kendo requires a minimum 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* \_\_\_\_\_).**



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**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD 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* \_\_\_\_\_).

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect (*Initials* \_\_\_\_\_).

**Photo Release:** I authorize San José State University, and the Student Union, Inc., and/or parties designated by the Club Sports Program, to use my or my child's photo for sale or reproduction in any manner San Jose State Club Sports desires, for advertising, display, audio-visual, exhibition or editorial use (*Initials* \_\_\_\_\_).

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, **and understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Parent or Guardian:** I am the parent or legal guardian of the above named minor child and, as such, I am authorized to enter into this agreement. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement to **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.

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date