

## **WILDCAT RECREATION CENTER (WREC) USE AGREEMENT AND LIABILITY RELEASE**

In consideration for being allowed to use the facilities and to participate in the activities and programs of the Wildcat Recreation Center (WREC), the undersigned, with the intention of binding himself/herself and his/her heirs, successors, and assigns, hereby represents, covenants, and agrees as follows:

1. I am 18 years of age or older and a currently enrolled student or current faculty/staff member at California State University, Chico (CSUC). I wish to voluntarily use the facilities and participate in sports, fitness, and recreation activities and programs at WREC, whether sponsored by the Associated Students of California State University, Chico (AS) or by CSUC (collectively, the Activities). (If not age 18 or older, the parent or guardian of the undersigned, along with the undersigned, will have to sign this Agreement and Liability Release before the undersigned is allowed to use WREC.)
2. I recognize that participation in any of the Activities carries with it certain risks. It is impossible to identify and list all the risks associated with any one or more of the Activities. The range of possible injuries is so diverse that no one possibly can anticipate everything that can go wrong. They may include, but are not limited to, strained, pulled or torn muscles, tendons and ligaments, sprained joints or broken limbs, contusions, scratches, lacerations, concussions, head injuries, cardiac events, and even death.
3. I agree that my use of WREC and participation in any of the Activities is voluntary. Before participating in any one or more of the Activities, I agree to become as knowledgeable and informed as possible about the inherent risks and dangers associated with such Activities. I also shall adequately prepare myself with the proper skills, training, equipment, and clothing to minimize the risk of injury. **I ASSUME ALL RISK OF INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM MY PARTICIPATION IN ANY OF THE ACTIVITIES.**
4. I am healthy and do not suffer from any medical conditions that restrict or preclude my participation in any of the Activities or I have a medical condition which otherwise might prevent my participation in one or more of the Activities but have consulted with my physician regarding such and he/she has released me to participate in such Activities.
5. I acknowledge that I have read or will read the Wildcat Recreation Center Customer Handbook prior to participating in any of the Activities. I further acknowledge that the policies, rules and regulations set forth in the Handbook are intended to create a safe and enjoyable environment for the benefit of all WREC users. I agree at all times to adhere to the policies, rules and regulations set forth in the Handbook and agree that should I not do so, my use of WREC and/or right to participate in one or more of the Activities may be suspended or terminated.
6. **FOR MYSELF AND MY PERSONAL REPRESENTATIVES, ASSIGNEES, HEIRS, AND NEXT OF KIN, OR ANY OF THEM, I AGREE TO RELEASE, FOREVER DISCHARGE AND NOT TO SUE THE STATE OF CALIFORNIA, THE BOARD OF TRUSTEES OF CALIFORNIA STATE UNIVERSITY, CSUC, AS AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS AND EACH OF THEM (COLLECTIVELY, RELEASEES) FROM ANY AND ALL**

**CLAIMS AND LIABILITY FOR ANY INJURY, LOSS, LIABILITY OR DAMAGE (COLLECTIVELY, THE CLAIMS) ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR MY DEATH ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY USE OF WREC OR MY PARTICIPATION IN ANY OF THE ACTIVITIES, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF RELEASEES OR OTHERWISE, BUT EXCLUDING THE SOLE ACTIVE NEGLIGENCE OF RELEASEES. I AGREE TO DEFEND AND INDEMNIFY RELEASEES AND EACH OF THEM FROM ANY LOSS LIABILITY, DAMAGE OR COSTS THEY OR ANY OF THEM MAY INCUR DUE TO ANY INJURY TO ME OR MY PROPERTY OR TO MY DEATH RESULTING FROM MY USE OF THE FACILITIES OR MY PARTICIPATION IN ANY ONE OR MORE OF THE ACTIVITIES AT WREC, EXCLUDING THAT CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF RELEASEES.**

7. I acknowledge and agree that this Agreement, statement and assumption of risks and Liability Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion of it is held invalid, the balance shall continue in full legal force and effect.

**I HAVE CAREFULLY READ THE FOREGOING REPRESENTATIONS, COVENANTS, AND AGREEMENTS AND KNOW THEIR CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY.**

Executed at Chico, California on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Wildcat ID number (nine digits)

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date of birth

\_\_\_\_\_  
Student Name (Print)

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**AGREEMENT AND CONSENT OF PARENT/GUARDIAN**

I, \_\_\_\_\_,  
(Print Name)

of \_\_\_\_\_,  
(Print Address)

am the parent/legal guardian of the above student and hereby, for and on behalf of him/her, have carefully read the above Agreement and Liability Release and agree and consent to all of the above terms and conditions for the use of WREC by my child and his/her participation in any of the Activities.

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