

2nd Annual Open House

Name: _____

Address: _____ City, State, Zip _____

DOB: _____ Gender _____ Email: _____

Emergency Contact Information

Contact Name _____ Contact Phone _____ Relationship _____

How did you hear about the Open House? _____

AGREEMENT AND RELEASE FROM LIABILITY

By initialing in the space provided and signing below, I am acknowledging that I have read and understand the following:

PATRON AGREEMENT OF CODE OF CONDUCT AND POLICIES AND PROCEDURES

_____ I have read and understand the attached Timpany Center Code of Conduct and Policies and Procedures. I understand and agree that the use of the Timpany Center is a privilege and that I must comply with the Code of Conduct and Policies and Procedures in order to use the facility and participate in its programs. I understand and agree that violations of this code and these policies may result in the revocation of my right to access and participate in the Timpany Center programs and the forfeiture of any membership, class, or other fees that have been paid.

VOLUNTARY PARTICIPATION

_____ I hereby acknowledge that I have voluntarily applied to use the Timpany Center located at 730 Empey Way, San Jose, CA 95128, to participate in various activities in the facility, including, but not limited to, activities in the swimming pool, gymnasium, and fitness center.

ASSUMPTION OF RISK

_____ I am aware that any Timpany Center activities including aquatic-based and/or land-based activities can be hazardous. I am voluntarily participating in these activities with knowledge of the danger involved. I hereby agree to accept any and all risks of injury or death.

LIABILITY RELEASE

_____ In consideration for being allowed to participate in these activities and/or use of the Premises or Facility, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue the State of California, the Trustees of the California State University, California State University, San Jose State University, and their employees, officers, directors, volunteers and agents (collectively "University") and the San Jose State University Research Foundation and their employees, officers, directors, volunteers and agents (collectively "Auxiliary Organization") from any and all claims, including claims of the University's or Auxiliary Organization's negligence resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss I may suffer because of my participation in any activities at the Timpany Center, including travel to, from and during Timpany Center activities.

_____ I am voluntarily participating in the Timpany Center activities. I am aware of the risks associated with traveling to, from and participating in these activities, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, death and/or property damage. I understand that these injuries or

outcomes may arise from my own or other’s actions, inaction, negligence, conditions related to travel, or the condition of the Timpany Center activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in any Timpany Center activity, including travel to, from and during the Timpany Center activity.

_____ I agree to hold the University and Auxiliary Organization harmless from any and all claims, including attorney’s fees or damage to my personal property that may occur as a result of my participation in Timpany Center activities, including travel to, from and during these activities. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. I am also aware that the Timpany Center is not a medical facility and does not provide medical treatment.

MEDIA RELEASE

_____ I hereby certify that I am an adult over the age of eighteen (18) years and I hereby consent that any film, photographs, videotapes, and/or sound recordings made of me by Timpany Center may be used by SJSU, SJSURF and/or affiliates, and those acting with its permission, for the purpose of illustrations, publications, or broadcasts in connection with promoting the work of and for the Timpany Center.

COMPLETION OF ALL PAPERWORK

_____ I agree that I will complete any other paperwork necessary to complete the participant inquiry process, including a physician's clearance if requested.

KNOWING AND VOLUNTARY EXECUTION

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the University and the Auxiliary Organization from all liability, (b) promising not to sue the University and the Auxiliary Organization, (c) and assuming all risks of participating in Timpany Center activities, including travel to/from and during the Timpany Center activities.

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant - Print name and Sign

_____ **Date:** _____

If Participant is not 18 years of age or older, custodial parent’s or legal guardian’s signature authorization must be obtained:

I, _____ (print name), certify that I am a custodial parent or legal guardian of the above named participant. I have read and agree to the provisions stated above for the participant, and consent to his/her access to and/or participation in all Timpany Center activities, including, but not limited to, activities in the swimming pool, gymnasium, and fitness center. I acknowledge that I have specifically read and agree, on behalf of the Participant, a minor, and myself, to be bound by the terms, conditions, and policies in this Agreement and Release From Liability.

_____ **Date:** _____

Custodial parent or Legal Guardian - Print name and Sign