

**RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS**

Residents of the SJSU Research Foundation International House

Various activities including travel and participation

July 1<sup>st</sup> 2021 to June 30<sup>th</sup> 2022

Activity Location(s), Premises or Facility(ies): Varied locations including, but not limited to, SJSU International House, 360 S. 11<sup>th</sup> Street San Jose, CA 95112

In consideration for being allowed to participate in Activities and/or use 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, the 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, including travel to, from and during activities.

I am voluntarily participating in International House activities. I am aware of the risks associated with traveling to, from and participating in 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 Activity Location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in International House activities.**

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 activities, including travel to, from and during 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 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 the Activity, including travel to/from and during the Activity.**

I understand that this document is written to be as broadly and inclusively 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.

Participation Signature: \_\_\_\_\_

Participant Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

**For Minors under the age of 18; signature of Parent or Guardian.**

Guardian Signature: \_\_\_\_\_

Guardian Name & Relationship to Participant (Print): \_\_\_\_\_ Date: \_\_\_\_\_