

**OCCIDENTAL COLLEGE**  
**ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT**

This is a legally binding Assumption of Risk, Release of Liability and Indemnity Agreement (the Agreement), executed by

\_\_\_\_\_ (Participant), to Occidental College (the College).  
(Participant's full name)

In this agreement, the term "College" means Occidental College, located at 1600 Campus Rd, Los Angeles, CA 90041, along with its trustees, officers, agents, staff, employees, volunteers, students, successors, assigns, and legal representatives. The term "Program" means the program specified below, along with its trustees, officers, agents, staff, employees, volunteers, students, successors, assigns, and legal representatives.

I, the undersigned, voluntarily wish to participate in the following Program:

\_\_\_\_\_, to be held on  
(Program or Activity)

\_\_\_\_\_ at \_\_\_\_\_  
(Date/s) (Location/s)

**ASSUMPTION OF RISK**

I understand and agree that depending on the Program, I may be participating in indoor activities, or outdoor activities, or both. Typical daily activities may include, but are not limited to: using athletic equipment; playing indoor and outdoor games (baseball, softball, basketball, football, volleyball, soccer, tennis, lacrosse, track, relay races, obstacle courses, dodge ball, hand ball, tug-o-war, etc); swimming; dancing; stretching; jumping; singing and playing an instrument; reading, writing, drawing and other indoor activities; playing/watching video games and movies; using scientific lab equipment; using audio visual, digital art equipment and computers; making arts and crafts; eating food and drinking beverages. Although these activities take place at the location designated above, I understand and agree that I occasionally may travel to various field trip locations and amusement parks by bus, van or car.

Participating in Program activities and riding in a vehicle have risks that include, but are not limited to: slipping and falling; bodily injuries including cuts, scrapes and bruises, injury to muscles, tendons, and body parts, broken bones, and concussions; collision with other persons, objects, or structures; pain or soreness; fatigue or exhaustion; dehydration; drowning; tripping over rocks and plants, insect bites or getting bitten by small wild animals if the activity is outdoors; cold or hot temperatures; hypothermia (chill leading to a lowered body temperature); food and drink poisoning or allergies; sickness; exposure to chemicals that burn the eyes and skin; cardiac arrest; illness and possibly death. If traveling off-campus, risks include vehicle accident, and bodily injuring during transportation to/from and during visits to local attractions/theme parks and other field trips.

I understand and acknowledge that while I am participating in Program activities, I will be under supervision of a Program's employees or volunteers. I will wear protective body clothing, closed-toe shoes, a helmet, sunscreen, and other appropriate protective equipment for outdoor activities. I represent that I am: (1) in good physical condition and emotional health; (2) not suffering from any condition, disease, or disability that can hinder or endanger my participation in, and transportation to and from, the activities; and (3) otherwise able to participate in the activities. I sign this Agreement in full recognition and appreciation of the dangers, hazards, and risks inherent in participating in the Program, including risks not specifically listed above. **PLEASE INITIAL \_\_\_\_\_**

I understand and agree that medical personnel may not be available at the Program location, and therefore I grant the College permission to authorize emergency medical treatment, if necessary, and that such action by the College shall be subject to the terms of this Agreement and included within its scope. I understand and agree that the College assumes no responsibility for any injury or damage that might arise out of, or in connection with, such authorized emergency medical treatment. **I have completed and signed the Emergency Medical Care and Release Authorization form** for this Program. **PLEASE INITIAL \_\_\_\_\_**

I UNDERSTAND THAT ACCIDENTS OCCASIONALLY OCCUR DURING MY PARTICIPATION IN A PROGRAM AND THAT THE PROGRAM'S ACTIVITIES HAVE A RISK OF SERIOUS INJURY OR DEATH. I AM AWARE THAT I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES, WITH MY KNOWLEDGE OF THE DANGER INVOLVED, AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE. **PLEASE INITIAL \_\_\_\_\_**

**RELEASE OF LIABILITY - AGREEMENT NOT TO SUE**

As consideration for being permitted to participate in, and to be transported to and from, the Program activities, I HEREBY AGREE THAT I, AND MY LEGAL REPRESENTATIVES, including my guardians, family, spouse, heirs, estate, administrators, executors, assigns, distributees and personal representative, HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE THE COLLEGE AND PROGRAM FROM ANY AND ALL CLAIMS AND LIABILITY, AND WILL NOT SUE OR MAKE A CLAIM AGAINST THE COLLEGE OR PROGRAM related to any loss, injury or damage that may be sustained by me, including loss of life, personal injury or property damage, arising out of the negligence, intentional, or other acts, however caused, by the College or Program, or by my negligence in combination with that of the College and/or Program as a result of my participation in, and transportation to and from, the Program activities. **PLEASE INITIAL \_\_\_\_\_**

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Program Name: \_\_\_\_\_ Program Dates: \_\_\_\_\_

I understand and agree that this release extends to all claims and demands referred to in this agreement, of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and that I expressly waive all rights under Section 1542 of the Civil Code of California. Section 1542 of the Civil Code provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." The provisions of this statute, and any similar provision of the state in which these events are held, are hereby waived and I FULLY RELEASE THE COLLEGE AND PROGRAM FROM LIABILITY FOR ANY UNKNOWN CLAIMS.

**PLEASE INITIAL \_\_\_\_\_**

**INDEMNITY**

I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS (TO COMPENSATE AND TO DEFEND) THE COLLEGE AND PROGRAM for any injuries, losses, damages, liabilities, claims, demands, causes of action, penalties, judgments, costs and expenses (including reasonable attorneys' fees) which arise AS A RESULT OF MY NEGLIGENCE OR THE COLLEGE OR PROGRAM'S or otherwise, or which arise out of my negligence in combination with that of the College and/or Program arising out of my participation in, and transportation to and from, the Program activities.

**PLEASE INITIAL \_\_\_\_\_**

This Agreement is to be construed in accordance with the laws of the State of California. Should any portion or clause of this agreement be found or declared by a court of competent jurisdiction to be unenforceable, unconstitutional, or otherwise invalid, such finding shall not affect the enforceability or validity of the remainder, and the unenforceable portion shall be severed from this Agreement without affecting the validity of the remainder.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT. I have had the opportunity to consult with an attorney and have either done so or hereby waive this right. I warrant and represent that no oral representations, statements, or inducements, apart from the express contents of this document, have been made or relied on by me in signing this agreement. I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY WHEREBY I GIVE UP MY RIGHT TO SUE THE COLLEGE AND/OR PROGRAM, including my right to sue the College and/or Program on a no-fault basis. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS (TO COMPENSATE AND TO DEFEND) THE COLLEGE AND/OR PROGRAM FOR DAMAGES CAUSED BY MY NEGLIGENCE OR THE NEGLIGENCE OF THE COLLEGE AND/OR PROGRAM if those damages are related to my participation in the program. IT IS MY INTENT TO ASSUME ALL RISKS AND TO WAIVE AND GIVE UP MY RIGHTS TO SUE. I acknowledge and represent that I have fully informed myself of the content of this Agreement by reading it before I sign it, that I understand what this document means and I SIGN IT KNOWINGLY, VOLUNTARILY, AND AS MY FREE ACT AND DEED.

**PLEASE INITIAL \_\_\_\_\_**

**\*\*THIS IS A RELEASE OF LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING\*\***

By my signature below, I attest that the information expressed in this document is true and accurate, and that I agree to abide by all terms and conditions herein. If I am under the age of eighteen (18) years at the time I sign this release, my parent/guardian has read this form with me and must also execute this release by signing below.

Participant Signature: \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Participant Printed Name: \_\_\_\_\_

Participant Address: \_\_\_\_\_

Participant Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE,  
THIS AGREEMENT MUST ALSO BE SIGNED BY PARTICIPANT'S PARENT OR LEGAL GUARDIAN.**

By my signature below, I attest that I am the parent or legal guardian of the above-named participant, that the information expressed in this document is true and accurate, and that I agree to abide by all terms and conditions herein both for myself and on behalf of the Participant named above.

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_