

## Youth Program Waiver of Liability & Hold Harmless Agreement

I, the undersigned program manager/director, am requesting to sponsor/co-sponsor a youth program at Cal Poly Pomona.

Campus Location(s)/Premises/Facilities:

Activity:

that begins on: \_\_\_\_\_

and ends on: \_\_\_\_\_

In consideration for being allowed to sponsor this Activity, on behalf of myself and my next of kin, heirs and representatives, as well as my organization and its representatives, I **release from all liability and promise not to sue** the State of California, the Trustees of The California State University, Cal Poly Pomona, and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss that I, my organization, employees or volunteers, or participants in the Activity may suffer because of my sponsorship of this Activity, including travel to, from, and during the Activity.

I am voluntarily managing and/or sponsoring this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, 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, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks for myself, my organization, and all Activity employees, volunteers, and participants, both known or unknown to me, of my sponsorship of this Activity, including travel to, from and during the Activity.**

I agree to **hold** the University **harmless** from any and all claims, including attorney's fees or damage to personal property, that may occur as a result of my sponsorship of this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If Activity employees, volunteers, or participants 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 my organization should carry its own health insurance.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of sponsoring this Activity, including travel to, from and during the Activity for myself, my organization, and all Activity employees, volunteers, and participants.**

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 been informed and understand there remains a risk of exposure to COVID-19. I understand that regardless of any precautions taken, an inherent risk of exposure to COVID-19 will exist. 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.

Program Manager/Director's Signature

Date

Print Program Manger/Director's Name

Program Manager/Director's Number

Organization/Sponsor Name

Program Manager/Director's Email