



Arrillaga Recreation Center at SLAC Liability Release and Waiver

The parties to this Release are (Participant), The Board of Trustees of the Leland Stanford Junior University ("Stanford") and the US Department of Energy (DOE).

The Participant has chosen to participate in activities or otherwise make use of the Arrillaga Recreation Center at SLAC ("Activity").

Assumption of Risk. Participant expressly understands and agrees that participating in Athletic Activities presents risks to Participant both serious and minor, including but not limited to head or other injuries, loss of sight, broken bones, brain damage, paralysis and death. **Further, during certain hours of operation, no staff members will be present to assist in case of an emergency during your use of the Activity, resulting in the ordinary risks of participating being enhanced.** Participant is responsible for researching and evaluating the risks she/he may face and is responsible for her/his actions.

Participant further recognizes, understands and agrees that Stanford and DOE assume no responsibility for any liability, damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Activity, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant in the Activity, or caused by any other person. ***It is Participant's intention that this assumption of risk shall be legally binding and a complete bar to Participant, Participant's heirs, personal representatives, relatives and assigns. This assumption of risk applies to all activities arising out of, associated with or resulting directly or indirectly from Participant's use of the Activity, including but not limited to those risks listed above.***

Hold Harmless. Participant specifically understands that she/he is personally responsible and agrees to hold harmless the DOE and the Board of Trustees of the Leland Stanford Junior University, their officers, agents, volunteers, students and employees from any action, claim, or demand that his/her heirs, or legal representatives, have or may have for any and all personal injuries he/she may suffer or sustain, regardless of cause or fault as a result of his/her voluntary decision to participate in the Activity or related activities, including any other associated costs, caused by any act or omission of Participant resulting from direct or indirect participation in the Activity.

Release of Claims. In consideration of being allowed to participate in the Activity, Participant, his/her heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge the DOE and the Board of Trustees of the Leland Stanford Junior University, its officers, trustees, faculty, employees, volunteers, students, agents, and representatives (hereafter "Released Parties") from any and all claims

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which may arise from any cause whatsoever, including any negligent act or omission by the Released Parties. Participant further releases and discharges the Released Parties from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from Participant's participation in the Activity. The Participant acknowledges and agrees that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by Participant's negligent or intentional acts or omissions committed prior to, during, or after participation in the Activity, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Activity, or caused by any other person.

Termination of Participation. Participant understands and agrees to abide by all policies, rules, and regulations. Participant shall not engage in inappropriate conduct including the use of physical or verbal violence. Participant understands that, in its sole discretion the Activity or its representative may terminate Participant's participation in the Activity at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Activity; emergencies; or health or safety considerations.

Physical Condition and Insurance. Participant attests that she/he is physically capable of participating and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Activity. Participant agrees to be solely responsible for payment in full of all costs of medical care she/he may receive.

Severability. It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

Governing Law and Venue. This release shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

Construction and Scope of Agreement. The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that she/he has read this release and that she/he understands its meaning and effect.

Participant Signature: _____

Date: _____ Printed Name: _____