

RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Activity or Event (the “Activity”): College of the Redwoods Youth Cross Country Meet

Date and Time: October 1, 2026, 3:00-5:30 PM

Location: Trails, Roads and Parking Lot on CR Property

Release of Liability and Waiver: In return for being permitted to participate in the above activity or program (the “Activity”), including any associated use of the premises, facilities, staff, equipment, transportation, and services of the Redwoods Community College District, I, for myself, heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** Redwoods Community College District, the Board of Trustees, directors, officers, employees, and agents (collectively the “District”), from liability **from any and all claims, including the negligence of the District**, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in the Activity and any use of District premises and facilities.

Assumption of Risks: **I am voluntarily participating in 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, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.

Indemnification and Hold Harmless: I also agree to **indemnify and hold the District harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, arising out of my involvement in the Activity, and to reimburse it for any such expenses incurred.

Medical Certification and Consent: I certify that I am physically capable and that I have no medical condition which would endanger me or others or interfere with my ability to safely participate. If I need medical treatment, the District is authorized to obtain medical treatment for me. I will be financially responsible for any costs of such treatment.

Governing Law and Severability: I understand that this document is written to be as broad and inclusive as legally permitted by the State of California and agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I agree this Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.

Understanding and Acknowledgement: I have read all previous paragraphs, including the release of liability and waiver, assumption of risk, and indemnity agreement, know, fully understand its terms, acknowledge these and other risks that are inherent to the Activity, and **understand that I am giving up substantial rights, including my right to sue. I acknowledge my participation is voluntary, that I knowingly assume all such risks,** and that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the extent allowed by law. No other representations concerning the legal effect of this document have been made to me.

I am 18 years or older. I have read this document and fully and completely understand the potential risks that may be associated with the Activity. I am signing this document freely.

Participant's Name: _____

Signature: _____ Date: _____

If Participant is under 18 years of age: I am the parent or legal guardian of the Participant. I have read this two-page document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) release of District from all liability on my and the Participant's behalf, (b) waiver of my and the Participants' right to sue, (c) and assumption of all risks of the Participant's participation in the Activity including travel to and from. I allow Participant to participate in this Activity and I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____ Date: _____

INSTRUCTIONS TO COMPLETE RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY TEMPLATE

1. The Release of Liability, Waiver of Right to Sue, Assumption of Risk and Indemnity Agreement should be used for the following circumstances:
 - a. Students
 - i. High-Risk Field Trip/Excursion
 - ii. Out-of-state Field Trip/Excursion
 - iii. Volunteering to participate in events, excursions or activities
 - iv. Club events, excursions or activities
 - v. Intramurals
 - b. Employees
 - i. Participating in District sponsored events, excursions or activities wholly separate and apart from work-related duties and tasks
 - c. Community (NOT students or employees)
 - i. Alumni events (e.g., alumni football games)
 - ii. Recruiting Activities (e.g., rock-climbing wall, overnight dorm visit)
 - iii. Field Trips to Campus (consider site of visit, e.g., lab, construction site etc.)

Note: The above list is not exhaustive and Member Districts should consult with legal counsel and risk management if they have questions about events/classes/activities not included above.

2. Before distributing the release, insert the time, location and description of the activity. Be very detailed.
 - a. For example, if the activity involves two or more locations, write down each location such as “the Museum of Modern Art in San Francisco and Memorial Stadium in Berkeley.”
 - b. If the event consists of two or more activities, include each activity such as “swimming, biking and mountain climbing.” Providing more details allows participants to better understand the risks involved and provides additional protection.
 - c. The recommendation is that releases should be signed on an event-by-event basis. In certain limited circumstances, participants may sign for multiple events over a period of time so long as each event is mentioned and described in the release and the risks presented by each event are similar.
3. Do not change the format of the document in any way. **Releases cannot be included as the “fine print” in a larger publication such as a brochure.** They must be printed and

viewed as a separate document. This separation makes it harder for participants to claim that they did not know what they were signing. If the Member believes a change is necessary, contact counsel or the District's risk manager prior to making the change.

4. General language is included to inform the participant of the types of losses that may occur. Any additional information the Member wishes to furnish about an activity such as expected weather conditions or any specific risks in addition to bodily injury, damage to property, liability to others, and/or damage to property of others associated with the activity should be presented separately from the release.
5. Anyone who refuses to sign a release shall not be allowed to participate in the activity. The opportunity to participate is exchanged for the agreement to release the District from liability for injury or property damage that may result from participation. Do not make any representations to those signing the release concerning the legal effect of signing the document.
6. Occasionally someone signs the release after crossing out certain portions that they do not like or adding words to modify the release. The District cannot accept an altered release.
7. Releases must be stored for at least three years after an activity ends. Releases signed by a parent or guardian on behalf of a minor must be retained for at least three years after the activity ends or until the minor turns 20, whichever is longer.