

out of The Activities, including those based on death, bodily injury or property damage whether or not caused by the negligence or other fault of the parties being released.

6.WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code S 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

7.INDEMNIFY AND DEFEND. The undersigned agrees to INDEMNIFY AND DEFEND the State of California, the Trustees of the California State University, the Regents of the University of California, the Associated Students of San Diego State University and all of their officers, employees and agents (hereinafter jointly referred to as "indemnitee") against and hold them harmless from any and all claims, causes of action, damages, judgments, cost of expenses, including attorney fees which in any way arise from The Activities or this agreement and which include but are not limited to damages to or destruction of any property of the indemnitee or any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.

8.PAY. The undersigned agrees to pay for any and all damages to any property of indemnitee caused by The Participant either negligently, willfully or otherwise.

9.LEGAL FEES. In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and cost.

10.REPRESENTATIVES. The undersigned enters into this agreement on behalf of The Participant for himself, his heirs, assigns and legal representatives.

11.ACKNOWLEDGEMENT. The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

APPROVAL OF PARTICIPANT or APPROVAL OF LEGAL GUARDIAN OF PARTICIPANT (if participant is under 18 years of age)

I am the participant or the legal guardian of the participant named earlier on this form. I have read and understand the agreement and I realize the agreement involves surrendering valuable legal rights of The Participant and of myself. I agree to be bound by all the terms of the agreement. I also give consent to the participation in water sports and related activities by The Participant. I also give my consent for The Participant to be included in photographs, videos, slides, and movies taken at the Center by students, staff, TV, Radio and/or other news media. I understand that pictures become property of Associated Students of SDSU, and might appear in promotional materials and publications:

SIGN HERE X _____
Signature of participant -OR- signature of legal guardian of participant DATE

EMERGENCY TREATMENT CONSENT: I am the participant, or legal guardian of the participant, named on the reverse side of this form. I have agreed to the participation in The Activities. I hereby give my consent to medical treatment for The Participant in case of a medical emergency.

SIGN HERE X _____
Signature of participant -OR- signature of legal guardian of participant DATE

SWIM TEST VERIFICATION: To participate in The Activities The Participant must be "watersafe" (be able to swim 100 yards and tread water for 5 minutes, or in the case of accessible events is able to turn face-up from a face-down position unassisted and float comfortably in the water wearing a lifejacket). I certify that The Participant is watersafe and can swim 100 yards and tread water for 5 minutes, or in the case of accessible events can complete the definition of watersafe listed above.

SIGN HERE X _____
Signature of participant -OR- signature of legal guardian of participant DATE