

RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity: 2025 Pumpkin Patch Field Trips- Petting Farm, Hay Rides, Sunflower maze, Corn Mazes, Pick-your-own and other activities listed onsite or online.

Activity Date(s) and Time(s): October 1 – 31, 2025 8am-5pm

Activity Location(s), Premises or Facility(ies): CPP Kellogg Ranch

In consideration for being allowed to participate in this Activities and/or use of the Premises or Facility, on behalf of myself and my next of kin, heirs and representatives, **I release from all liability and promise not to sue** the State of California, the Trustees of the California State University, California State University, Pomona and their employees, officers, directors, volunteers and agents (collectively "University") and the Cal Poly Pomona Foundation, their employees, officers, directors, volunteers and agents (collectively "Auxiliary Organization") from any and all claims, **including claims of the University's or Auxiliary Organization's negligence** resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in the Activity. I am aware of the risks associated with traveling to, from and participating in the 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, death and/or property damage. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, 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.**

I agree to hold the University and Auxiliary Organization harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If I 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 I should carry my own health insurance.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University and the Auxiliary Organization from all liability, (b) promising not to sue the University and the Auxiliary Organization, (c) and assuming all risks of participating in the Activity, including travel to/from and during the Activity.**

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. This document shall also serve as consent for photography and video recording while participating in the above described activities for promotional purposes by the University and Auxiliary Organizations without compensation.

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.

Participation Signature: _____ Date: _____

The following is required only if Participant is under 18 years of age.

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University and the Auxiliary Organization from all liability on my and the Participant's behalf, (b) promising not to sue on my and the participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to/from and during the Activity.** I allow Participant to participate in this Activity. 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.

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.

Signature of Minor Participant's Parent / Guardian

Date

Name of Minor Participant's Parent / Guardian (Print)

Date

Minor Participant's Name

Date