



Campus by the Sea
PO Box 466
Avalon, CA 90704
(310) 510-0015

VOLUNTARY RELEASE OF LIABILITY

This waiver, release, covenant not to sue, indemnity, and assumption of risk agreement ("Agreement") is signed by the participant named below, an individual, in favor of Campus by the Sea, Inc. and its respective current and former directors, officers, employees, volunteers, insurers, affiliates, and agents (collectively "CBS"). In consideration for being accepted and allowed to participate in this conference/ project/event and any and all activities associated with its program and location (collectively, the "Event"), I freely and voluntarily agree as follows:

1. **General Release:** I unconditionally and fully release, hold harmless, indemnify, and discharge (collectively, "Release") CBS from and against any and all losses, expenses, liabilities, claims, suits, proceedings, and damages of whatever kind or nature arising from or related to my involvement in or presence at the Event, including loss, illness, injury or damage to myself or my property (collectively "Claims"), regardless of whether such Claims are caused by the negligence of CBS and regardless of whether such Claims have accrued or are hereafter acquired. Additionally, I covenant not to commence a lawsuit or administrative complaint or any sort of proceeding whatsoever against CBS at any time in the future based on any right or claim that I may have or hereafter acquire with respect to Claims.

2. **Assumption of Risk:** Additionally, I may be given the opportunity to participate in riskier activities including, without limitation, formal and informal sports (e.g. capture-the-flag, touch football, basketball, disc golf, dodge ball, roughhousing), paintball, laser tag, hiking, water activities (including use of watercraft, swimming, snorkeling, paddle boarding, and tubing), adventure activities (collectively, "Riskier Activities"). I will be under no obligation to participate in such Riskier Activities.

3. **Safety and Acceptance of Risks; Behavioral Expectations:** I personally assume responsibility for my actions. I agree that I am responsible for following all rules communicated to me during the Event and will use safety equipment as applicable. I agree that my participation is a privilege, not a right, and CBS reserves the right to dismiss me from the Event at my expense with no refund, and/or to refuse to allow my participation in future events/activities. I acknowledge that I have a responsibility to act within the limits of my ability, to heed all warnings and instructions regarding participation in the Event, to maintain control of my person, equipment or devices, and to refrain from acting in any manner that may cause or contribute to death or injury to myself or others or damage to property. I understand that non-medical use of alcohol or other drugs is prohibited on CBS premises and at CBS activities. *To the maximum extent possible*, I understand, assume, and accept the risks and hazards, either known to me or readily foreseeable, involved in participation in the Event, including risks inherent to any Riskier Activities in which I choose to participate as well as risks inherent to camping in the wilderness such as uneven terrain, proximity to wildlife, or other known or unknown hazards. I will alert an Event supervisor if I become aware of any condition that would be unsafe or hazardous and will cease participation.

4. **Photograph Release:** I grant CBS permission to take photographic images, video, and sound recordings of me, and grant CBS all right, title, and interest in such images, video, and sound recordings relating to the Event, including, but not limited to, any royalties, proceeds, or other benefits derived from such images, video, and sound recordings, and authorize this material to be used for publicity.

5. **Alternative Dispute Resolution:** Any claim or dispute arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the rules of a mutually agreed upon alternative dispute resolution service and such proceeding shall take place in the County of Los Angeles, California. Judgment upon an arbitration decision may be entered in the Superior Court of California. I agree that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive my right to file a lawsuit in any civil court against CBS for such disputes, except to enforce an arbitration decision. This Agreement shall be governed by the laws of the State of California.

6. **Medical Release:** I give permission to CBS to obtain medical assistance in the event of an emergency. This permission will include transportation, administration of medicines, surgical treatment, X-ray examination, or hospitalization as might be ordered by a licensed medical doctor. I release and discharge CBS from any and all liability for any first aid rendered, treatment performed, or transportation provided or arranged pursuant to this Agreement. I will make decisions regarding my health care based on the best information available to me and will not hold CBS responsible for my decisions. If I am

not mentally competent to make these decisions, I authorize CBS to make these decisions on my behalf, and I release CBS from any liability arising from or related to medical decisions made in good faith on my behalf. I understand that it is my responsibility to evaluate my physical and mental health and determine whether I am sufficiently healthy to participate in the Event.

7. Minors may only participate in the Event with consent from their parent or guardian. If I am the parent or guardian of a Minor who will be participating in the Event, I consent to the Minor's participation in the Event and Riskier Activities and agree to the terms of this Agreement. I take responsibility for the participant and his/her knowledge of all safety rules.