Waiver: In consideration of being permitted to participate in any way in the Club Sports Program, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the Recreation Department of the University of the Pacific, Associated Students of University of the Pacific, and University of the Pacific, from liability from any and all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in the Club Sports Program (Initials _______).

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Recreation Department of the University of the Pacific, Associated Students of University of the Pacific, and University of the Pacific, and their officers, employees, volunteers and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the Club Sports Program and to reimburse them for any such expense incurred (Initials _______).

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect (Initials _______).

Photo Release: I authorize University of the Pacific, and the Recreation Department and/or parties designated by the Club Sports Program, to use my photo for sale or reproduction in any manner Pacific Club Sports desires, for advertising, display, audio-visual, exhibition or editorial use (Initials _______).

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge 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 greatest extent allowed by law.

I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this agreement.

_________________________  ________________________  _________________
Print Name                   Signature                      Date

_________________________  ________________________  _________________
Guardian Name               Signature                      Date