



VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
PHYSICAL EDUCATION
FACILITY WAIVER AND RELEASE AGREEMENT

ACKNOWLEDGMENT, RELEASE, HOLD HARMLESS AND ASSUMPTION OF POTENTIAL RISK AGREEMENT

Location: MOORPARK COLLEGE OXNARD COLLEGE VENTURA COLLEGE
 Fall Term Spring Term Summer Term

Print Student or Employee Name and I.D. Number

Facility: Fitness Center, Weight Room, Outdoor Fitness Center, Large and Small Gyms, Sportsplex, West Fields, Tennis Courts, Baseball or Softball Fields and any of the Ventura County Community College Athletic Facilities.

Date(s) or Period of Time: Employees or Students - During active terms of employment or enrollment in the VCCCD.

Only STUDENTS enrolled in classes with the Ventura County Community College District ("District") or EMPLOYEES of the District are allowed to use athletic or fitness center facilities during scheduled dates/times when facilities are staffed with a Ventura County Community College District employee trained on use of facilities and related equipment.

In consideration of my being allowed to participate in the usage of any athletic or fitness facilities, including but not limited to the Fitness Center, Weight Room, Outdoor Fitness Center, Basketball Gym, Stadium and Track, West Fields and Tennis Courts, at any of the Ventura County Community College Physical Education Facilities, I hereby agree as follows.

I understand and acknowledge that use of facilities and equipment may be dangerous and hazardous and, by its very nature pose the potential risk of severe and serious physical and emotional injury/illness, or even death.

I understand and acknowledge that in order to use District athletic facilities and equipment I agree to assume all liability and responsibility for any and all potential risks, injuries or even death which may be associated with use of such facilities and equipment. I represent and warrant that I am mentally and physically fit, capable, able, and willing to use facilities and equipment without any limitations.

I understand, acknowledge, and agree that the District, its Governing Board, employees, agents, coaches, teachers, volunteers, or representatives shall not be liable for any injury/illness suffered by student or employee which is incident to and/or associated with use of facilities and equipment.

I hereby release, discharge, indemnify, and agree to hold harmless the District, District's Governing Board, College and each of their employees, agents, coaches, teachers, volunteers, and representatives free from any and all liability arising out of or in connection with use of facilities and equipment, including all related activity such as games, practices, training activities, related exercise, or any other activity or event associated with use of facilities and equipment. For purpose of this RELEASE, liability means all claims, demands, losses, causes of action, suits, or judgments of any kind that student or employee using facilities and equipment or student's or employee's parents, guardians, heirs, executors, administrators, and assigns may have against District, Governing Board, College, and employees, agents, coaches, teachers, volunteers, and representatives because of personal, physical, or emotional injury, accident, illness or death, or because of any loss of or damage to property that occurs to student or employee or his or her property during sue of facilities and equipment that may result from any cause including but not limited to District's Governing Board, College's, employees, agents, coaches, teachers, volunteers, or representatives own passive or active negligence of other acts other than fraud, willful misconduct or violation of the law.

I acknowledge that I have carefully read this Agreement and that I understand the potential dangers incident to engaging in this activity, am fully aware of the legal consequences of this agreement, and agree to its terms and understand I am waiving certain rights and assuming the risk of damage from my use of facilities and equipment.

A signed Physical Education Facility Waiver & Release Agreement form must be on file with the District before a person will be allowed to use any physical education facility or equipment. Employee or student, and/or parents or guardians, who do not wish to accept the risks described in this Agreement should not sign this Agreement, and will not be allowed to use District physical education facilities or equipment.

The undersigned has read and voluntarily signs the release, waiver, and indemnity agreement and further agrees no oral representations and inducements apart from the foregoing have been made.

I HAVE READ THIS RELEASE AND AGREE TO ALL CONDITIONS CONTAINED THEREIN

Student or Employee Signature

Date

Parent/Guardian Signature (if student under 18 years of age)

Date

Tim Harrison

Supervising District Employee

Date

Tim Harrison

Division Department/Manager

Date

President or Vice President

Date