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

Activity:_____
Activity Date(s) and Time(s):_____
Activity Location/Facility:_____

In consideration for being allowed ***to participate as a Performer and provide a service at this Activity***, on behalf of myself and my next of kin, heirs, and representatives, I **release from liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, California State University, Monterey Bay, and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, **including claims of the University's negligence,** resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic loss 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 this Activity. I am aware of the risks associated with traveling to/from and participating in this 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, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s) or facilities. **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 **harmless** from any and all claims, including attorney's fees or damage to my personal property, which may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. 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 give the University the absolute right and permission to use my photograph or video in its promotional materials and publicity efforts. I understand that the photographs/videos may be used in a publication, print ad, direct-mail piece, electronic media, website, or other forms of promotion. I release the University, the photographer, their officers, employees, agents, and designees from liability for any violation of many personal or proprietary right I may have in connection with such use.

I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.

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I have been informed and understand there remains a risk of exposure to COVID-19. I understand that regardless of any precautions taken, an inherent risk of exposure to COVID-19 will exist.

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.

I am the parent or legal guardian of the Performer. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Performer's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Performer's participation in this Activity, including travel to, from and during the Activity.** I allow Performer to participate in this Activity. I understand that I am responsible for the obligations and acts of Performer as described in this document. I agree to be bound by the terms of this document.

I have read this two-page 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: _____

Name of Minor Participant's Parent/Guardian (print): _____

Minor Performer's Name (print): _____

Date: _____