

**LA SIERRA UNIVERSITY
WAIVER OF LIABILITY AND RELEASE AGREEMENT
SCUBA-ROSARIO-SUMMER**

I, _____ wish to participate in the _____ (the "Activity") offered by La Sierra University (LSU). As a precondition to participating in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

1. Assumption of Risk. I understand that participating in the Activity entails inherent risks of physical injury, including, but not limited to, the risks described in the Activity Detail Form on the reverse side of this Release Agreement. I have been given the chance to ask questions concerning the Activity Detail Form, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I understand that two hours of P.E. are required to graduate, and that I can choose which activity to take. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of LSU, its officers, trustees, agents, employees or volunteers (collectively referred to as the "University").

2. Liability Release. In consideration for LSU allowing me to participate in the Activity, I agree I will not sue the University and I release the University from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the University.

3. Indemnification. I agree to indemnify and hold harmless the University from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the University may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or willful misconduct of the University.

4. Warranty of Physical Fitness. I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the University has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the University is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

5. Emergency Medical Treatment. I grant the University permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by the University shall be subject to the terms of this Agreement. I understand and agree that the University assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the state of California, without regard to its conflict of laws provision. The courts in Riverside County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both sides of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Name of Participant (printed) _____ Signature _____

Date _____ Age _____ Signature of Guardian if 17 years of age or younger _____

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BOTH SIDES BEFORE SIGNING.

ACTIVITY DETAIL FORM

Name of Activity/Class: _____

Date(s) of Activity/Class: _____

Location of Activity/Class **LSU Campus** Other: _____

Description of Activity/Class:

Scuba-Rosario-Summer

By participating in the above activities you may be exposed to several inherent risks, including but not limited to those listed below:

- **Aerotitis, Media (Middle Ear Squeeze)**
- **Aerodontalgia (tooth pain from pressure)**
- **Air Embolism (overexpansion of the lungs)**
- **Anoxia (oxygen deficiency-hypoxia)**
- **Asphyxia (carbon dioxide excess)**
- **Bleeding**
 - Bitten tongue resulting from convulsions
 - Frothy bleeding from lung rupture
 - Nose bleeding from clearing Eustachian tube, sinus, or vigorous blowing to clear ears
- **Bends (Caisson Disease/ Decompression Sickness/ Compressed Air Sickness/ Diver's Disease)**
- **Carbon Monoxide Poisoning (accidental air contamination in tank)**
- **External Ear Infection**
- **Carotid Sinus Reflex (fainting or blackout caused by insufficient blood reaching the brain because suit at neck is too tight)**
- **Emphysema, Subcutaneous (swelling due to abnormal presence of air in the tissues just under the skin near neck region)**
- **Emphysema, Mediastinal (swelling due to abnormal presence of air in the tissues just under the skin in the vicinity of the heart and lungs and large blood vessels in chest area)**
- **Carbon Dioxide Excess (Hypercapnia/ Carbon Dioxide toxicity)**
- **Heart Stoppage (Cardiac Arrest)**
- **Pneumothorax (air between the lungs and chest wall)**
- **Reverse Block (Inability to clear ears or sinus during ascent)**
- **Sinusitis (inflammation of the sinus)**
- **Squeeze (injury that occurs because closed airspace in the body cannot be equalized to that of the outside water pressure)**
- **Sinus Squeeze (blockage of openings leading from nose to sinuses)**
- **External Ear Squeeze (air trapped between an ear plug and eardrum)**
- **Middle Ear Squeeze (failure to clear ears while diving)**
- **Face Mask Squeeze (failure to equalize pressure in mask and outside mask)**
- **Lung (Thoracic) Squeeze (holding breath while descending)**
- **Lipoid Pneumonia (pneumonia infection caused by non-absorbable fat in the lungs)**
- **Drowning**
- **Suit Squeeze (when using a "dry suit")**
- **Gas in the Gut**
- **Heat Loss**
- **Hyperventilation**
- **Overexertion and Exhaustion**
- **Oxygen Poisoning**
- **Nitrogen Narcosis (Rapture of the Deep)**

We request you conduct your participation with the safety of yourself and others in mind.

PLEASE READ AND SIGN THE RELEASE AGREEMENT ON THE REVERSE SIDE OF THIS FORM.