

Membership Agreement

Facility Access

- Participants must have a valid CSUB student I.D. card, validated faculty/staff I.D. card, or Campus Rec membership card to use Campus Rec facilities.
- Any attempt to gain, or provide, unauthorized entry into Campus Rec facilities may result in suspension of privileges and referral to University Police.
- All planned or structured group events must be requested and approved in advance through the facility reservation and rental process.
- Campus Rec staff reserves the right to spot check photo identification.
- Members must abide by all facility policies, participant guidelines, and staff requests.
 - Policies available upon request at Campus Rec Front Desk or online at www.csub.edu/reccenter
- Memberships are non-refundable and non-transferable.
- **CSUB Campus Recreation & Wellbeing hours of operation are based on the CSUB academic calendar. Membership fees will not be pro-rated or refunded for CSUB mandated closures or reduced hours and scheduled closures between semesters.**

Benefits

- Membership includes use of Campus Recreation & Wellbeing facilities and participation in group exercise classes, Intramurals (excludes Early Bird, Lunch Pass, and Happy Hour Memberships), use of day lockers, towel service, and sports equipment check out.
- Current Campus Rec members may purchase one additional Sponsored Membership.
- Campus Rec students, faculty, staff, retired/emeriti faculty and staff, alumni members, IELC students, and affiliate members are eligible to sponsor two daily guests 18 years or older per day for a cost.

Payment Options

- Campus Rec Lobby – forms can be found at www.csub.edu/reccenter or at the Campus Rec Front Desk.
- Campus Rec memberships may be purchased in person or online for faculty/staff at <https://recstore.csub.edu>.

I have read, understand, and agree to the Campus Recreation & Wellbeing Membership Agreement, Policies, and Guidelines.

Print Name

Signature

Date



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

In consideration of the voluntary use, in any way, of the property, facilities, services, programs, activities, and events provided or sponsored by The Department of Campus Recreation & Wellbeing (Runner Ride, Intramural Sports, Extramural Sports, Sport Clubs, Group Exercise, Personal Training, Fitness Advising, Climbing & Bouldering Rock, Outdoor Rec Adventure activities, Physical Sports, Weight & Cardiovascular Training, Dance, Martial Arts, Swimming, Yoga, Group Cycling, Special Events, any other programs and services sponsored by Campus Recreation, and any related travel), all of which are hereinafter referred to as the "Activity":

I, the undersigned, on behalf of myself and my next of kin, heirs and representatives, **release from all liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, Bakersfield and their employees, officers, directors, volunteers and agents (collectively "University") and The Department of Campus Recreation & Wellbeing and their employees, officers, directors, volunteers and agents (collectively "Auxiliary Organization") from any and all claims, **including claims of the University's negligence or Auxiliary Organization's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic 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).

I agree that I am solely responsible for any damages, injuries, or claims related to my participation in the Activity and I agree to **hold** the University and Auxiliary Organization **harmless** from any and all claims asserted related to my participation in the Activity, including attorney's fees, damages to real or personal property, and physical or mental injuries to myself or third parties. 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 am aware of Section 1542 of the California Civil Code, and expressly agree to waive the protections, rights, and benefits arising under Section 1542, and to release all any and all claims that may arise against the University and Auxiliary Organization related to my participation in the Activity, including travel to, from, and during the Activity. Section 1542 of the California Civil Code states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

I am 18 years or older. I understand the legal consequences of signing this document, including: (a) releasing the University and the Auxiliary Organization from all liability; (b) promising not to sue the University and the Auxiliary Organization; and (c) assuming all risks of participating in this Activity. 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 have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Signature: _____

Participant Name (print): _____ CSUB ID: _____

Effective Date: _____ through **6/30/2024**



CSUB Campus Recreation & Wellbeing – MEMBER WAIVER

ASSUMPTION OF RISK RELATING TO CORONAVIRUS/COVID-19:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to be spread mainly from person-to-person contact, including individuals without disease symptoms. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited or limited the congregation of groups of people.

AGREEMENT TO ABIDE: All participants of the CSUB Department of Campus Recreation & Wellbeing must agree to and abide by a set of specific conditions. I, the undersigned, acknowledge and agree to abide by conditions including, but not limited to the following:

- Participants must wash/sanitize their hands prior to entry to the CSUB Campus Recreation facilities.
- Participants will complete the online COVID-19 Screening Evaluation prior to coming to campus.
- Participants must wear facial covering in all CSUB Campus Recreation facilities.
- Participants must follow all updated member policies.

The CSUB Department of Campus Recreation & Wellbeing has put in place numerous preventative measures and enhanced cleaning protocols to reduce the likelihood of spreading COVID-19 in our environment; however, Campus Recreation cannot guarantee that you or additional household members will not become infected with COVID-19. Further, attending the Campus Recreation facilities could increase your risk and the risk of additional household members around you in contracting COVID-19. Participation conditions are subject to change.

COVID-19 CONTAGIOUS NATURE: I acknowledge the contagious nature of COVID-19 and voluntarily agree to the terms described above and assume the risk that my household members and I (hereafter my "Household") may be exposed to or infected by COVID-19 by our participation and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

ASSUMPTION OF COVID-19 RISK: I understand that the risk of becoming exposed or infected by COVID-19 at Campus Recreation Facilities may result from actions, omissions, or negligence of myself and others, including, but not limited to, the State of California, the Trustees of the California State University, California State University, California State University Bakersfield and their employees, officers, directors, volunteers and agents (collectively "University") and California State University Bakersfield Student-Centered Enterprises, Inc. ("Auxiliary") and their employees, officers, directors, volunteers and agents, and program participants and their families. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to myself and my Household (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my Household may experience or incur in connection with my participation at the Campus Recreation facilities or programming ("Claims").

REPORTING OF GOOD HEALTH: I warrant and represent that myself and my Household are in good health and have no symptoms of sickness or illness, either which have been linked to or have not been linked to COVID-19, and that myself and my Household are not aware of any exposure to other individuals who are confirmed or suspected to have COVID-19, have COVID-19 symptoms, or are awaiting test results for COVID-19. I acknowledge and agree to report any change in the good health status of myself or my Household and that such reporting will terminate the ability to participate at Campus Recreation facilities until the health status of myself and my Household is determined again to be good.

HOLD HARMLESS: On my behalf, and on behalf of my Household, I hereby release, covenant not to sue, discharge, and hold harmless the University and Auxiliary, its employees, agents, and representatives, of and from the Claims including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release include any Claims based on the actions, omissions, or negligence of the CSUB Campus Recreation Department, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at the CSUB Campus Recreation facilities.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read this Agreement and fully understand its contents, I am aware that this is a release of liability between me, the University, Auxiliary, CSUB Campus Recreation & Wellbeing and/or its employees, volunteers, agents, or contractors, any of its affiliate organizations, and any other contracted facilities it uses, and I acknowledge its contents and agree to the terms, conditions, and contents fully of my own free will.

APPROVAL OF PARTICIPANT: I am The Participant named on this form. I have read and understand the agreement and I realize the agreement involves surrendering valuable legal rights. Nonetheless I agree to be bound by all of the terms of the agreement. I also give consent to the participation in The Activity by The Participant.

Participant Name: _____

Participant Signature: _____

CSUB ID: _____ **Effective Date:** _____ **through 6/30/2024**