

RELEASE AND WAIVER OF LIABILITY FOR USE OF THE USC LYON RECREATION CENTER, USC MCDONALD’S SWIMMING POOL, AND USC HSC FITNESS CENTER

I recognize that the use of USC recreational facilities, including the Lyon Recreation Center, McDonald’s Swim Pool, and HSC Fitness Center, and all equipment and facilities contained therein (collectively, the “Recreational Facilities”), have inherent risks of injury. For and in consideration of the University of Southern California permitting me to use the Recreational Facilities, I, my spouse, assignees, heirs, guardians, and legal representatives hereby voluntarily indemnify, release from liability, agree to defend and hold harmless USC and its officers, trustees, employees, agents, representatives, and any department, organization or group affiliated there with (collectively “USC) for any accident, injury, illness, death, loss, theft, damage to person or property, or other consequences suffered by me arising or resulting directly or indirectly from my use of the Recreation Facilities, including but not limited to claims arising from or related to USC’s negligence and/or products liability, including strict products liability. In the event that I am injured, I agree to assume any financial obligation, either through my health insurance, or through some other means, for any medical costs that I incur. USC assumes no responsibility for any medical expenses, injury, or damage suffered by me in connection with my use of the Recreation Facilities. IT IS MY INTENTION BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON MYSELF, TO THE EXCLUSION OF USC, AND TO EXEMPT AND RELIEVE USC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

By signing this agreement, I waive my right to bring any legal action now or at any time in the future to recover compensation or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my use of the Recreational Facilities. I further agree that I, my spouse, assignees, heirs, guardians, and legal representatives will not make any claim against, sue or attach the property of USC for any loss or damage resulting from my use of the Recreational Facilities. I am aware of the potential dangers incidental to recreational sports activity, that this is a release of liability, a waiver of my legal right to collect damages in the event of injury, death or property damage, and a contract between USC and me, and I sign it of my own free will. I expressly agree that this release is intended to be as broad and inclusive as the State of California will allow and that if any portion is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

Sign Here _____ Date _____

USC ID # _____

Print Name _____

Signature of Parent/Guardian (If under the age of 18)
_____ Date _____

Fax or mail the signed waiver to USCard Services:
UPC Customer Service Office
Parking Structure X (PSX)
620 W. McCarthy Way
Los Angeles, CA 90089-1336
FAX (213) 740-9466