

Participant Waiver and Hold Harmless Form – San Diego Computer-Using Educators

Company Name of Vendor: _____

In consideration for agreeing to participate in the San Diego Computer-Using Educators (SDCUE) Technology Conference, as a vendor, to be held at California State University San Marcos, Friday November 4th and Saturday November 5th (herein referred to as the ACTIVITY), will be carried out on the Grounds of California State University San Marcos (herein referred to as the HOST/ RELEASEES).

I hereby **release, waive, discharge, and covenant not to sue, and agree to hold harmless** for any and all purposes the HOST/ RELEASEES, including but not limited to, the California State University San Marcos, their officers, servants, agents, volunteers or employees **from any and all liabilities, claims, demands, or injury, including death**, that may be sustained by me while participating in this activity, or while on the premises owned or leased by the host/releases.

I acknowledge that there may be physical activities involved (setting up booths and tables, caring supplies back and forth from a parking area to the vender area, basic set-up of booth areas including the lifting of heavy objects), and I know of no medical reason why I should not participate. I further stipulate that I will conduct my vendor activities in a safe manner, to avoid injury on the premises.

(Initial) _____ I am fully aware that there are inherent risks involved with the activity.

(Initial) _____ I certify to conduct my participation in this event in the safest possible manner.

(Initial) _____ Knowing this information, I choose to **voluntarily participate** in the activity with full knowledge that the activity may be hazardous to myself and/or my property. **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. I further agree to indemnify and hold harmless the host/releases for any loss, liability, damage or costs, including court costs and attorney’s fees, which may occur as a result of my participation in the activity.

(Initial) _____ I understand that the host/releases do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my company and personal insurance coverage.

(Initial) _____ It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of California.

(Initial) _____ In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed. I acknowledge and represent that no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Signed this _____ day of _____, 2011

Vendor Name: _____

Participant Signature: _____

Local Address: _____

Printed Name: _____

Local Phone: (____) _____

Witness Signature: _____

Printed Name: _____

In case of emergency, contact _____

at the following number (____) _____

Completed and signed forms with hand signature must received by the SDCUE Treasurer: Hope Campbell (FAX to SDCUE/SDSEA: 877-594-7145 or Mail to Hope Campbell: 17446 Matinal Drive, Rancho Bernardo, CA 92127) by October 30, 2011, 7 days before the November 5, 2011 Activity. Originals will be forwarded to the HOST/RELEASEES’ designated agent. The SDCUE/SDSEA Vendor Coordinator of the activity will retain copies of completed forms on site. Please note this is a new address for the 2011 Activity.