



**Saint Mary's College of California
Team Camp – Coaches Waiver**

Team agrees that Team will not remove any equipment or make any alterations to the real property or personal property belonging to the College. If the Team brings their own equipment, the Team agrees to remove the same without any damage to the property of the College. If Team damages, destroys, or loses any property belonging to the College, whether the property is real property or personal property, the Team agrees to the College for the replacement costs of said property.

Team shall not disturb, annoy, endanger, or inconvenience any other Teams using the College's facilities or any neighbors of the College. The Team will not use the premises for any immoral or unlawful purpose nor violate in any way federal, state, local law or ordinance, nor commit waste or nuisance upon or about the premises while using the same. All College facilities are NON-SMOKING. At the start of every collegiate sporting event (practice or competition) the Intramural Field Standard of Conduct must be observed. This conduct includes direction to refrain from the use of loud, vulgar, or inappropriate language, and a reminder that students are ambassadors for the values of Saint Mary's College.

Team acknowledges that the College has, at all times, the right to enter the facilities which Team is using. The College may enter to inspect the facility, to see that the Team, its agents, employees and invites are not in any way violating the terms of this agreement, or for any other reason.

The College shall have the right to terminate this agreement in the event the Team has violated any terms of this agreement. If a violation occurs any time prior to, on or after Event Date, the Team forgoes the entire Fee.

If the College is unable to perform its services under the terms of the Agreement by reasons beyond the control of the College including but not limited to fire, strike, flood, labor dispute, sickness or death of key personnel, energy shortage, government intervention, acts of war or terrorism, earthquake or other casualty, the College will be excused from performing under the terms hereunder. In such event, the College will refund any payments made in advance to the College by the Team.

The College shall not be liable for any loss, damage, casualty, or injury to any person or property caused by or arising from any act or omission of the Team or its agents, employees, representatives, licensees or invitees.

The Team shall hold the College harmless from indemnify and defend the College, its trustees, regents, directors, officers, agents, employees, and representatives (collectively "College Indemnities) against any loss, damage, or expense (including reasonable attorney's fees and expenses) resulting from any claims of liability arising from or related to Team's Use of the Facilities.

To the extent permitted by law and without affecting the coverage provided by the insurance required hereunder, the Team waives any right it may have to recover against the College for (i) damages for injury or death to persons or (ii) damages to property for claims arising from such damages. This waiver

is intended to waive fully, for the benefit of the College, any rights and/or claims, which might rise to a right of subrogation.

Sign: _____

Date: _____