

## **Associated Students of SDSU Sports Club Independent Contractor Agreement**

This agreement is entered into between the Associated Students of San Diego State University

(AS-SDSU) and \_\_\_\_\_(name of Sport

Club Independent Contractor) to provide the right and privilege to scheduled sports club activities.

Referee Shall:

1. **Safety:** Independent Contractors are required to inspect all facilities for safe play prior to commencement of practice or events.
2. **Status/Requirement:** Individuals are considered an independent contractor of A.S. and Campus Recreation and must confirm they are not current employees of San Diego State University or its auxiliaries Associated Students
3. **Independent Sports Club Referee:** The Sports Club Referee, in the performance of this Agreement, shall act in an independent capacity and not as officers or agents of The Associated Students.
4. **Fair Employment Practices:** In the performance of this Agreement, The Independent Contractor will not discriminate against any individual because of race, color, ancestry, sex, age, national origin, disability, medical condition, or marital status. Drug-Free Workplace Certification: The Sport Club Referee hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace.
5. **Risk Factor:** The Independent Contractor understands and acknowledges that the activity involves risks such as but not limited to the following: RISK OF BODILY INJURY, DEATH and/or PROPERTY DAMAGE;
6. **Assumption of Risk:** The Independent Contractor ASSUMES ANY AND ALL RISK INVOLVED IN OR ARISING FROM THE ACTIVITY, including without limitation the risk of DEATH, BODILY INJURY or PROPERTY DAMAGE resulting from the activity, unavailability of emergency medical care; or the negligent or deliberate act of another person.
7. **Release:** The Independent Contractor agrees to protect, indemnify and save harmless the State of California, Trustees of the California State Universities, the Associated Students of San Diego State University and all of their officers, employees and agents and agrees NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, to the Sports Club Referee-owned equipment and other damages, cost or expenses arising out of the activity, included those based on death, bodily injury or property damage, whether or not caused by the negligence or other fault of the parties being released.
8. **Wavier:** The Independent Contractor waives the protection afforded by any statute or law in any jurisdiction including California Code S1542 whose purpose, substance an/or effect is to provide that a general release shall not extend to claims, material, or otherwise which person giving the release does nor know or suspect to exist at the time of executing the release. This means, in part, that the Sports Club Referee is releasing unknown future claims.
9. **Indemnify And Defend:** The Independent Contractor agrees to INDEMNIFY AND DEFEND the State of California, the Trustees of the California State Universities, the Associated Students of San Diego State University and all of their officers, employees and agents (hereinafter jointly referred as to "indemnatee") against and hold them harmless from any and all claims, causes of action, damages,

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- judgments, cost or expenses, including attorney fees which in any way arise from the activity of this agreement and which include but are not limited to damages to or destruction of any property of the indemnitee or any others, injury or death of the Sports Club Referee or anyone else or any liability arising from the act or negligent act of the indemnitee, the Sports Club Referee or anyone else.
10. **Pay:** The Sport Club Independent Contractor agrees to pay for any and all damages to any property of indemnitee caused by the Sport Club Referee either negligently, willfully or otherwise.
  11. **Attorney Fees And Costs:** If any party to this Agreement shall bring any action for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party all costs plus a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to the judgment. Any judgment or order entered in such action shall contain a specific provision for the recovery of attorney fees and this section, attorney fees shall include, without limitation, fees incurred in the following: (1) post judgment motions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.
  12. **Insurance:** The **Sports Club Independent Contractor** shall obtain all the insurance required in this Article, and such insurance has been approved by the Associated Students. (See pg. 3)
    - a. **Policies, Coverage and Amounts:** **Sports Club Independent Contractors** shall obtain and maintain for the term of the Agreement personal medical insurance.....
  13. **Termination of Agreement:** This agreement is not for a specified time period. Either the Sports Club Independent Contractor or A.S. can terminate this agreement at any time, with or without advance notice, and for any reason. The agreement shall be terminated when one party notifies the other of the termination, orally or in writing. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.
  14. **Arbitration Provision:** In the event of any dispute between the Sports Club Independent Contractor and A.S. concerning any aspect of this Agreement, all such disputes shall be resolved by binding arbitration before a single neutral arbitrator in San Diego, California, to the extent permitted by law. The arbitrator shall be selected from the American Arbitration Association according to its procedures. All rules governing the arbitration shall be the rules set forth by the American Arbitration Association. The parties shall bear their own costs and attorneys' fees incurred in any such action.
  15. **Governing Law:** This agreement shall be construed in accordance with, and be deemed governed by the laws of the State of California.
  16. **All Amendments in Writing:** No revisions, waiver, deletions, amendment or modification of any provisions of this Agreement will be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's business forms employed by either party will supersede the terms and conditions of this Agreement.

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17. **Representatives:** The Sports Club Independent Contractor enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.
18. Sports Club Independent Contractor is, for all purposes and performances arising out of this Agreement, an independent contractor and, as such, shall have and maintain complete control over all of its agents and operations. Personal Trainer, or its agents shall not represent, act, purport to act or be deemed to be the agent, representative, employee or servant of A.S

### Acknowledgements (initial A-D)

- \_\_\_\_\_ A. Sports Club Independent Contractor acknowledges that he/she has received a copy of the A.S. *Sports Club Independent Contractor Agreement*.
- \_\_\_\_\_ B. Sports Club Independent Contractor acknowledges and agrees that this contract sets forth the terms and conditions of the status to be an approved individual to provide service to scheduled activities for the sports club program as well as the duties, responsibilities, and obligations with A.S. Sports Club Independent Contractor understands that it is his or her responsibility to read the above and to abide by the rules, policies and standards set forth in this document or risk losing the privilege to provide service on the San Diego State University campus.
- \_\_\_\_\_ C. Sports Club Independent Contractor acknowledges and agrees that the A.S. reserves the right to revise, delete, and add to the provisions of this Sports Club Independent Contractor Agreement. All such revisions, waivers, deletions, amendment or additions must be in writing and must be signed by the appointed designee of the AS.
- \_\_\_\_\_ D. Sports Club Independent Contractor acknowledges that no oral statements or representations can change the provisions of the Sports Club Independent Contractor Agreement. The Sports Club Independent Contractor also acknowledges and agrees that nothing contained in this *Sports Club Independent Contractor Agreement* shall create any express or implied contract of employment with the A.S.

I HAVE READ THE FOREGOING AND, HAVING BEEN ADVISED BY OUR COUNSEL FULLY UNDERSTANDS AND VOLUNTARILY AGREES TO ITS TERMS.

Sports Club Independent Contractor  
(print): \_\_\_\_\_ Date: \_\_\_\_\_

Sports Club Independent Contractor  
(signature): \_\_\_\_\_ Date: \_\_\_\_\_

Sports Club Team President  
Signature \_\_\_\_\_ Date: \_\_\_\_\_

Sport Club Coordinator Signature \_\_\_\_\_ Date: \_\_\_\_\_

Campus Recreation Director's  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_