

Associated Students of SDSU Sports Club Independent Contractor Agreement



This agreement is entered into between the Associated Students (A.S.) of San Diego State University and _____ (name of Independent Contractor) to provide the right and privilege to scheduled sports club activities.

Independent Contractor shall adhere to the following requirements:

1. **Payment/Fees:** The Independent Contractor save sole discretion to negotiate their specific fees for the services provided to clients.
2. **Status/Requirements:** Independent Contractors are considered contract licensees of A.S. and AR and are free to work for any other company or agency at any time.
3. **Independent Contractor:** The Independent Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Associated Students. Fair Employment Practices: In the performance of this Agreement, the **Independent Contractor** will not discriminate against any client or other ARC member on the basis of race, religion (to include religious dress practice and religious grooming practice), color, sex (to include breastfeeding or medical conditions related to breastfeeding), age, disability, marital status, sexual orientation, national origin, pregnancy, medical condition, military status, veteran status, genetic information, gender identity, gender expression or any other protected group. Drug-Free Workplace Certification: The **Independent Contractor** hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace.
4. **AR Rules & Regulations:** The Independent Contractor and club team members must follow all AR policies, procedures and guidelines outlined at arc.sdsu.edu or the Independent Contractor risks the loss of the privilege to scheduled activities.
5. **Personal/Monetary Gain:** Unauthorized or profit-making ventures, meetings, teaching, coaching, or instruction is prohibited.
6. **Risk Factors:** 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.
7. **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.
8. **Release:** The Independent Contractor releases the State of California, Trustees of the California State University, California State University, San Diego State University, 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

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Independent Contractor and any Independent Contractor-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.

9. **Waiver:** 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 the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the Independent Contractor is releasing unknown future claims.
10. **Indemnify And Defend:** The Independent Contractor agrees to indemnify and defend the State of California, the Trustees of the California State University, California State University, San Diego State University, Associated Students of San Diego State University and all of their officers, employees and agents (hereinafter jointly referred as to "indemnitee") against and hold them harmless from any and all claims, causes of action, damages, 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 Independent Contractor or anyone else or any liability arising from the act or negligent act of the indemnitee, the Independent Contractor or anyone else.
11. **COVID-19 Warning:** An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I shall assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness — including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after my participation in the Activity, and regardless of how caused or contracted — and I hereby waive any and all claims and potential claims against the State of California, the Trustees of the California State University, San Diego State University, Associated Students of San Diego State University and all of their officers, employees and agents — and against any companies affiliated with the State of California, the Trustees of the California State University, San Diego State University, Associated Students of San Diego State University and all of their officers, employees and agents — relating to such risks, hazards, and dangers.
12. **Pay:** The Independent Contractor agrees to pay for any and all damages to any property of indemnitee caused by the Independent Contractor either negligently, willfully or otherwise.
13. **Insurance:** The Independent Contractor shall obtain and maintain for the term of the Agreement personal medical insurance. The Associated Students does not provide insurance coverage for Independent Contractor.
14. **Termination of Agreement:** This agreement is not for a specified time period. Either the 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.

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15. **Arbitration Provision:** In the event of any dispute between the 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.
16. **Governing Law:** This agreement shall be construed in accordance with, and be deemed governed by the laws of the State of California.
17. **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.
18. **Representatives:** The Independent Contractor enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.
19. 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. Independent Contractor or its agents shall not represent, act, purport to act or be deemed to be the agent, representative, employee or servant of A.S.

