

July 17, 2023

Hello Cougars,

To help you get off to a good start, we are providing you with a check list of the forms that should be printed and filled out before we have the **General Membership Meeting on Thursday, August 24<sup>th</sup>, 2023 at the Madonna Inn Garden Room**. These forms are attached to this email. They can also be found at the website [www.cuestacollegerodeo.com](http://www.cuestacollegerodeo.com)

If you have questions about the forms, leave them blank and we can help when you get to the meeting. There is no fee to be a part of the Cuesta Cougars Rodeo Club, however, there are fees associated with being a NIRA contestant participating at the rodeos (i.e. Rodeo Vest approx. \$80.00, NIRA Membership \$275, Travel Costs, Rodeo Entry Fees - \$80 first event and \$40 each additional events, etc). As a contestant competing in college rodeo on behalf of Cuesta College, these are non-negotiable fees due from you, the student competitor.

If you plan to college rodeo, you must fill in the NIRA forms and pay their fees. See "**Application Check List with NIRA Form and Certificate of Clearance Form**" on the "Forms" page of our website. Please note that all students intending to rodeo should download these three pages and get the proper items mailed directly to the NIRA Office as soon as possible. *Do not wait until halfway through the Fall semester*. The process is long and you need all the time you have to get your cards before the entries are due for the first rodeos. *Be sure to keep a copy of your application for your files before mailing.*

Forms you will need to bring to the General Membership Meeting or scan and email to me directly:

- € Cuesta Student Conduct Form - 2 Pages
- € Cuesta Student Participation Form - 2 Pages
- € Cuesta Student Personal Information Form
- € Cal Poly Release of Liability Form - 2 Pages
- € Photocopy of your Driver's License
- € Photocopy of your Personal Family Health Insurance Card
- € Photocopy of your Personal Automobile Insurance Card

We look forward to seeing everyone at the meeting. Until then, please feel free to text, email or call if you have questions. If you manage to get the forms finished early, please scan and send to us prior to the meeting.

Regards,

Clint Pearce  
805.748.9097  
[clint@madonnainn.com](mailto:clint@madonnainn.com)

Connie Pearce  
805.431.7661  
[connie@madonnainn.com](mailto:connie@madonnainn.com)



**BOARD POLICY 6200 STUDENT CONDUCT**

The Board of Trustees shall establish rules and regulations for student conduct while on campus and/or engaged in any college-sponsored activity.

The Vice President of Student Services shall be responsible for enforcing rules and regulations for all activities of students at times and places when students are under college jurisdiction, except that individual teachers are given the power to suspend students for good cause for the remainder of the subject school day, plus up to one additional class meeting. The Vice President of Student Services or designee is responsible for administering the disciplinary functions.

**Scope of Application**

These rules apply to all actions of students of the college on District property and at all activities sponsored by the college or registered student organizations, whether occurring on or off the campuses or other instructional sites.

**Standard of Conduct**

Students attending Cuesta College assume an obligation to conduct themselves in a manner compatible with the Student Code of Conduct and Academic Honesty Regulations, and the Student Computer Technology Access Agreement.

**SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT**

**ADMINISTRIVE PROCEDURE R6200**

Students enrolled in Cuesta College assume an obligation to conduct themselves in a manner compatible with the college's function as an educational institution.

**Student Code of Conduct**

The following examples of conduct are considered unacceptable and shall constitute just cause for discipline including but not limited to removal, suspension or expulsion of a student.

1. Dishonesty, including, but not limited to, cheating, plagiarism, or knowingly furnishing false information to the college;
2. Forgery, alteration, or misuse of college documents, records, or identification;
3. Disrupting, obstructing, or interfering with instructional, administrative, disciplinary, or other functions or activities of the college;
4. Physical abuse, threat, or assault of any person on District-owned or controlled property or at college-sponsored or supervised functions; or conduct which threatens or endangers the health or safety of any such person;
5. Stealing, damaging, or attempting to steal, or to damage District property or private property on District facilities or knowingly receiving stolen District property or private property on campus.
6. Unauthorized entry into or occupancy of any buildings or other facilities owned, rented, leased by, or otherwise under the control of the college;
7. Unauthorized possession or use of any personal property or equipment of the college;
8. Violation of college policies or of campus regulations, including, but not limited to, campus regulations concerning student organizations, the use of college facilities, or the time, place, and manner of public expression;
9. Disorderly conduct or lewd, indecent, or obscene conduct or expression;
10. Failure to comply with directions of college officials acting in the performance of their duties;
11. Possession, the attempt to purchase, or use of illegal drugs, use of any alcoholic beverages, or other controlled substances.
12. Any act which is defined as a felony, misdemeanor or infraction under the laws of the State of California or which violates any duly-adopted rule or regulation of the college.

I have read, understand and agree to abide by the above Board Policy 6200 and Administrative Procedure 6200.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Release and Assumption of Risk Agreement

I, \_\_\_\_\_, understand that my participation in \_\_\_\_\_ is subject to all of the following conditions, agreements, and understandings. By signing this Release and Assumption of Risk Agreement, I understand that I am (1) agreeing to all of the following conditions and agreements; and (2) have the following understandings.

- 1. I acknowledge that I have been advised regarding the Cuesta College Student Conduct Code and agree to abide by that code while participating in the program/trip. Further, I agree and pledge that I will comply with all regulations and directions given me by staff members while participating in the program, including College officials, volunteers and employees of the host organizations, and all other officials acting within their official capacities. I agree that I will comply with all applicable laws of the jurisdictions in which I travel and will not engage in any conduct or behavior that causes potential harm to myself or others, or is disruptive to the trip, the sponsoring organization, the District, or the organization hosting our stay. \_\_\_\_\_ (please initial)
2. I am voluntarily participating in the Activity. I am aware of the risks associated with traveling to/from and participating in the Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may rise from my own or other's actions, inaction, or negligence; conditions related to travel; or condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity. \_\_\_\_\_ (please initial)
3. I understand and agree that the sponsoring organization and the District shall have the right to enforce appropriate standards of conduct, and that they may at any time terminate my participation in the program/trip for failure to maintain these standards OR for any actions or conduct which the District or the sponsoring organization considers to be incompatible with the interests, harmony, comfort, and/or welfare of the program and other participants. This standard includes remaining abstinent from alcohol and illicit drugs for the duration of the trip. If my participation is terminated, I understand that I will be sent back to San Luis Obispo, California at my own expense and with NO refund of any fees or costs. \_\_\_\_\_ (please initial)
4. I agree to hold the District harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the District incurs any of these types of expenses, I agree to reimburse the District. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. \_\_\_\_\_ (please initial)
5. I understand that the sponsoring organization and/or the District reserves the right to make changes in cases of emergency or changed conditions or in the interest of the group. Any refunds necessarily prompted by any such actions will be determined in each individual case at the sole discretion of the sponsoring organization. \_\_\_\_\_ (please initial)
6. The undersigned agrees to defend, indemnify and hold harmless the San Luis Obispo County Community College District (Cuesta College), its Board of Trustees, officers, agents and employees, individually and collectively, from any and all costs, losses, claims, demands, suits, action, payments and judgments, including legal and attorney fees arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's participation in this Activity, including travel to, from and during the Activity. \_\_\_\_\_ (please initial)

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the District from all liability, (b) promising not to sue the District, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.

Signature

Date

Print Name

Emergency Contact

Telephone

**SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT**

**STUDENT PARTICIPATION FORM  
FOR FIELD TRIP, EXCURSION, ALTERNATE CLASS SITE, OFF-CAMPUS ACTIVITY OR PROJECT**

Name of activity: \_\_\_\_\_

I understand that pursuant to the California Code of Regulations, Subchapter 5, Section 55220, and Board Policy 5110 (R5110), by participating in the field trip(s)/excursion(s), I am deemed by law to have waived any claims against the San Luis Obispo County Community College District for injury, accident, illness, or death occurring during or by reason of the field trip/excursion.

I have no medical condition(s) which may jeopardize the health and safety of others or my own. Furthermore, I commit to disclose, in writing, to the San Luis Obispo Community College District information of any medical, physical, or health condition(s) that may affect or jeopardize others or myself during my participation in a field trip/excursion.

In the event of accident or illness, please notify the following parties:

Name \_\_\_\_\_

Phone \_\_\_\_\_

Unless specifically advised otherwise, I hereby acknowledge and understand that the college is not providing transportation, and it is my responsibility to arrange for my own transportation to and from the activity site. If the college is providing transportation, but I choose to not use the college's transportation, I take responsibility to arrange for my own transportation to and from the activity site.

Additionally, if I am arranging for my own transportation, I fully understand that:

- the driver of the vehicle in which I am riding, either as driver or passenger, is not driving on behalf or as an agent of the college; the college has not verified the driving record of the driver, the liability insurance on the vehicle, or the condition of the vehicle;
- the college is in no way responsible, nor does the college assume liability, for any injury or loss which may result from my transportation;
- although the college may assist in coordinating the transportation and/or recommend travel time, routes, carpooling, or caravanning, recommendation(s) or travel assistance provided is not mandatory;
- class will begin and be dismissed at the activity site.

**If the student is a minor, parent or guardian's prior approval is mandatory:**

Name of parent/guardian: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**I have read and declare that I understand all provisions herein:**

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT  
"HIGH RISK ACTIVITY"**

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold Cuesta College, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. The loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. The injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
3. Damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities. Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Personal Information

Full Name: \_\_\_\_\_  
*Last* *First* *M.I.*

Home Address: \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

\_\_\_\_\_ *City* *State* *ZIP Code*

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email \_\_\_\_\_

Parents Names: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Major: \_\_\_\_\_

Career Plans: \_\_\_\_\_

### Medical Information

Any Medical Conditions \_\_\_\_\_

Allergies to Medicines \_\_\_\_\_

### Emergency Contact Information

Full Name: \_\_\_\_\_  
*Last* *First* *M.I.*

Address: \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

\_\_\_\_\_ *City* *State* *ZIP Code*

Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

.....

Cuesta Student ID # \_\_\_\_\_



# CAL POLY

## WAIVER OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity: Cal Poly Rodeo Activities

Activity Date(s) and Time(s): Sept. 1, 2023 - Sept. 1, 2024

Activity Location(s): Cotton Rosser Rodeo Complex

In consideration for being allowed to participate in the above-referenced Activity, on behalf of myself and my next of kin, heirs, representatives, and assigns, I hereby release, waive, and discharge from all liability and promise not to sue the State of California, the Trustees of The California State University, California State University, California Polytechnic State University San Luis Obispo, the Cal Poly Corporation, and their employees, officers, directors, volunteers and agents (collectively the "University") from any and all liabilities or claims, including claims of the University's negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, property loss, or economic or emotional loss I may suffer because of my participation in the Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to, from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the Activity, including any associated use of University facilities or premises and any travel to, from and/or during the Activity.

I agree to indemnify and hold the University harmless from any and all claims, actions, suits, costs, expenses, and liabilities, including attorney's fees or damage to my property, that arise out of my participation in the Activity, including any associated use of University facilities or premises and any travel to, from and/or during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in the Activity, including travel to, from and during the Activity.



I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

In the event that any foreign language translation of this document has been attached hereto by the University, the English language version of this document shall be the authoritative version. The English language version shall be controlling in all respects and shall prevail in case of any inconsistency with the translated version.

I have read this document in its entirety, fully understand its terms, and acknowledge that I am signing it freely and voluntarily. **No other representations concerning the legal effect of this document have been made to me.**

Participant Signature: \_\_\_\_\_

Participant Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

If the Participant is under 18 years old:

I, the parent/legal guardian of the Participant identified above hereby agree to all of the above on behalf of the Participant.

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_