

UNIVERSITY OF CALIFORNIA,

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In return for being permitted to participate in the following activity or program (“The Activity”), including any associated use of the premises, facilities, staff, equipment, transportation, and services of the University, I, for myself, heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** The Regents of the University of California, its directors, officers, employees, and agents (“The University”), from liability from any and all claims, including the negligence of The University, resulting in personal injury (including death), accidents or illnesses including the acquisition of or exposure to any infectious disease, or property loss, in connection with my participation in the Activity and any use of University premises and facilities.

Description of Activity or Program:

Date(s):

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions, to 3) the acquisition of or exposure to infectious disease, to 4) catastrophic injuries such as paralysis and death.

Indemnification and Hold Harmless: I also agree to indemnify and hold The University harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, arising out of my involvement in The Activity, and to reimburse it for any such expenses incurred.

Severability: I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.

NO WARRANTY. UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF THE PREMISES WITH REGARD TO ANY INFECTIOUS DISEASE.

Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law..

Participant Name (print)

Date of Birth

Participant Signature

Date

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

Parent/Guardian Name (print)

Signature

Date



Model Image Authorization and Release

I, the undersigned, hereby grant to The Regents of the University of California, on behalf of the University of California San Diego, its officers, and employees (collectively referred to herein as "UC San Diego") and its agents and assigns the worldwide, perpetual, irrevocable right to: (1) photograph, film, videotape and/or record the undersigned; (2) reproduce, distribute, display, create derivative works of and otherwise use the undersigned's name, photograph, sound recording, motion picture, video and/or likeness for or in connection with UC San Diego's educational mission, research mission, public relations, publicity, promotional or recruitment purposes/activities, by any means, methods and media (print and electronic) now known or in the future developed that UC San Diego deems appropriate.

I make this grant of rights with the understanding that no compensation will be paid to me by UC San Diego for such grant. I understand and agree that all right, title and interest, including copyrights, in the materials created by UC San Diego pursuant to this agreement are the exclusive property of UC San Diego and that I will obtain no rights in such materials. I also understand that UC San Diego is not actually required to use my photograph, sound recording, motion picture, video and/or likeness in any way.

I hereby waive any right that I may have to inspect or approve any photograph, sound recording, motion picture, video and/or likeness, or derivative work thereof made pursuant to this agreement. I understand that under California law individuals may generally have certain legal rights to control the use of their names, likenesses, recordings, and images and I hereby release all such rights, including but not limited to any and all claims for invasion of privacy, defamation or infringement of copyright. I further agree to hold harmless UC San Diego, its agents, licensees and assignees from, and will neither sue nor bring any proceeding against, any such parties for any liability, whether now known or arising hereafter, resulting from or arising in connection with the exercise of such parties' rights pursuant to this agreement.

I have read the above agreement and fully understand its contents. I represent and warrant that I am of full age, that I have the right to contract in my own name and that I have no pre-existing obligation that may restrict or limit my ability to sign this agreement.

This agreement will be governed by the laws of the State of California and represents the final and exclusive agreement between UC San Diego and myself on this subject.

NAME: _____

DATE: _____ EMAIL: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

If the person named above is a minor, a parent or legal guardian must complete the following:

I warrant that I am the legal guardian of the minor being photographed or whose likeness will appear in photograph(s) or other media as designated by UC San Diego and agree to the above.

PARENT/GUARDIAN NAME: _____

DATE: _____ EMAIL: _____

PARENT/GUARDIAN SIGNATURE: _____

PARENT/GUARDIAN STREET ADDRESS: _____

CITY/STATE/ZIP: _____