

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

UNIVERSITY OF CALIFORNIA,

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, and the student organization/club listed below, and their respective directors, officers, employees, and agents (collectively “The Releasees”), from liability **from any and all claims, including the negligence of The Releasees**, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in the Activity and any use of University premises and facilities.

Name of Student Organization/Club:

Description of the Activity (include date, time, location):

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) catastrophic injuries such as paralysis and death.

Indemnification and Hold Harmless: I also agree to indemnify and hold The Releasees 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.

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.

Sign Waiver on Next Page

Student Organization Name: _____

GROUP WAIVER

Acknowledgement of Understanding: I acknowledge that I have read the attached *Waiver of Liability, Assumption of Risk, and Indemnity Agreement* and fully understand its terms. I affirm that I am voluntarily participating in the _____ and further acknowledge that I know, understand, and appreciate the inherent risks of the _____. I assume full responsibility for any and all injuries or damages which may occur to me as a result of the inherent risks associated with _____.

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