



## WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND PARTICIPATION AGREEMENT SAMPLE

In order to participate in any UCLA Summer Institute programs, Participants who are eighteen (18) years of age or older must complete and agree to this Waiver of Liability, Assumption of Risk, and Indemnity Agreement by checking all the boxes below.

Participant Name:

Date of Birth:

Date:

- I, the Participant, represent and warrant that I am eighteen (18) years of age or older, have the authority to execute this Agreement, and am not under guardianship, conservatorship, or other legal authority. I certify that I am legally competent to understand and complete this form.
- Waiver of Liability:** In consideration of being permitted to participate in any way in: \*Program Name,\* during the period \_\_\_\_ through \_\_\_\_, and for any extended period agreed upon by the Participant and the UCLA Office of Summer Sessions, hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The Regents of the University of California, its officers, employees, and agents from liability from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.
  - Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 2) catastrophic injuries including paralysis and death. **I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**
  - Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.
  - Severability:** I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
  - 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 acknowledge that I am entering into the agreement freely and voluntarily, and **intend by checking this box below for this agreement to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

I, the Participant, have read, understood and agreed.