

UNIVERSITY OF CALIFORNIA

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In return for being permitted to participate in the following virtual (online) activity or program (“The Activity”), 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 officers, employees, and agents (“The University”), from liability **from any and all claims, including the negligence of The University**, resulting in personal injury (including emotional injury), accidents or illnesses, and property loss, in connection with my participation in The Activity.

Description of Activity:

Date(s):

Identification and Acknowledgment of Risk: I am of aware of and understand the risks and potential hazards connection with participating in The Activity, including, but not limited to, the risk of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyberstalking, online grooming, cyber predators, image replication, and/or exposure to disturbing sounds or visuals, and I hereby elect to voluntarily participate in The Activity, and engage in The Activity activities knowing that the activity may be hazardous to me and my property.

[If physical activity is involved]

[In addition, 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.]

Video and Audio Recordings: I understand that The Activity may be recorded for use by the instructor and other participants (particularly those who are not able to attend live). I agree that if I participate with a computer or mobile device camera engaged (or utilize a profile image), I hereby consent to have my video or image recorded. If I am unwilling to have my profile or video image recorded, I will ensure that my camera is disabled and that no profile image is used. Likewise, if I un-mute my computer or mobile device during The Activity and participate orally, I hereby consent to have my voice recorded. If I am unwilling to have my voice recorded, I will ensure that my computer or mobile device is muted and I will communicate exclusively using the “chat” feature.

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.

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
(If under 18)

Participant Signature

Date

I, the parent/legal guardian of the Participant, hereby agree to the above on behalf of the Participant, who is under 18 years of age.

Parent/Guardian Name (print)

Signature

Date