Waiver of Liability, Assumption of Risk, Indemnity Agreement

CSE Summer Program for Incoming Students (SPIS)

Academic & Transportation Waiver: In the consideration of being permitted to participate in any way in the Summer Program for Incoming Students (SPIS) from 08/4/19 – 9/06/19, including all academic and residential living activities that may involve laboratories, classrooms, sports, swimming, social, off-campus events, and all transportation activities that may involve UC San Diego owned vehicles or may be operated by UC San Diego staff, 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 negligence of the Regents of the University of California, its officers, employees and agents, resulting in personal injury, accidents or illness (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 3) catastrophic injuries including paralysis and death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and 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, suit, 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: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad an 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.

Acknowledgement 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 signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of liability to the greatest extent allowed by the law.

Participant Name (Please Print) ________________________ Participant Signature ________________________ Date ________

Name of Parent/Guardian of Minor (Please Print) ________________________ Signature of Parent/Guardian of Minor ________________________ Date ________

Participant’s age (if a minor): _________