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Preview 2012-13 - Waiver of Liability



UNIVERSITY OF CALIFORNIA, EDUCATION ABROAD PROGRAM

[[Academic Year]] Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Participant's Name: [[Student Name]]

Waiver: In consideration of being permitted to participate in any way in [[Country]], [[Program Name]] UNIVERSITY OF CALIFORNIA, EDUCATION ABROAD PROGRAM for the [[Option]] term and any associated activities, including but not limited to field trips, cultural opportunities, and recreational opportunities, hereinafter collectively 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. These risks may arise from a variety of sources, including crime, terrorism, civil and political unrest, disease, and accidents. The specific risks vary from one activity to another, but potential injuries are physical, mental, emotional, and financial, and include catastrophic injuries such as paralysis and death. I have read the previous paragraphs 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 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: The undersigned further expressly agrees that the foregoing Waiver of Liability 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 signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant: [[Student Name]] on Not signed

Participant's Age (if a minor) _____

Signature of Parent/Guardian of Minor Student_____
Print Name_____
Date

This Waiver conforms to legal standards and cannot be altered in any way.

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