

UNIVERSITY OF CALIFORNIA, DAVIS

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**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, its directors, officers, employees, and agents (“The University”), from liability **from any and all claims, including the negligence of The University**, 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.

**Description of Activity or Program: UC Davis Field Day 2023**

**Date(s): March 3-4, 2023**

**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 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

\_\_\_\_\_  
Participant Signature                              Date

I, the parent/legal guardian of the Participant, hereby agree to the above on behalf of the Participant.

\_\_\_\_\_  
Parent/Guardian Name (print)                      Signature                                      Date



**Consent to Record**

I give my permission and authorize the University of California (“UC”), to videotape, audiotape, photograph, record, edit or otherwise reproduce my voice, image or likeness, and to use it in various formats and for the purposes within UC’s mission of teaching, research, public service and patient care. Distribution methods may include but are not limited to the classroom, television (including UCTV, broadcast, cable, and satellite), the Internet (including webcasts and podcasts), print publications or any other medium now existing or later created. UC retains the right not to use the footage for other than archival purposes.

Any copyright-protected works that I deliberately provide or otherwise include as part of this recording are either my own property or works for which I have the permission of the copyright-owner to use in this way.

I grant, assign, and convey to UC all right, title and interest I, my heirs and assigns, may have in and to any recording made under this consent. I understand this total release of rights irrevocably means that UC may, without limitation, exercise all ownership rights including copyrights relating to the recording(s).

I agree to indemnify and hold harmless UC from and against any and all liability, loss, cost, or damage which it may incur as a result of my participation in this recording.

If signed by someone other than the person appearing (such as a parent of a minor child), I warrant that I have the authority to grant this permission on behalf of the person(s) appearing.

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Signature Date

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Print Name

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Address

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Phone number E-mail address

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UC Witness Signature

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Print Name Title

**Consentimiento para Grabar**

Doy mi permiso y autorización a la Universidad de California ("UC"), para grabar una cinta de vídeo, cintas de audio, fotografía, grabar, editar o reproducir mi voz, imagen o semejanza, y para el uso en diversos formatos y para los fines comprendidos en la misión de la UC de la enseñanza, la investigación, el servicio público y la atención al paciente. Métodos de distribución pueden incluir, pero no se limitan a el salón de clase, la televisión (incluyendo UCTV, difusión, cable y satélite), Internet (incluyendo transmisiones por Internet y podcasts), publicaciones impresas o cualquier otro medio existente ahora o más adelante creado. UC se reserva el derecho a no utilizar el material más que con fines de archivo.

Cualquier obra protegida por derechos de autor (copyright) que deliberadamente proporcione como parte de esta grabación son o mi propiedad o de obras para las que tengo el permiso del propietario por derechos de autor para utilizar en este modo.

Yo le doy, cedo, y transmito a la UC todos los derechos, títulos e intereses, mis herederos y cesionarios, pueden tener sobre y para toda inscripción efectuada en virtud de la presente autorización. Entiendo que esta liberación total de los derechos irrevocablemente significa que la UC puede, sin limitación, ejercer todos los derechos de propiedad incluyendo derechos de autor relativos a la grabación (s). Este término no se aplica a todo el contenido de la grabación.

Estoy de acuerdo en indemnizar y mantener libre a la UC, de y contra cualquier y toda responsabilidad, pérdida, costo o daño que pueda sufrir como consecuencia de mi participación en esta grabación.

Si es firmado por alguien que no sea la persona que aparece (como un padre de un hijo menor de edad), yo garantizo que tengo la autoridad para conceder este permiso en nombre de la persona(s) que aparecen.

Firma: \_\_\_\_\_ Fecha: \_\_\_\_\_

Nombre Impreso: \_\_\_\_\_

Dirección: \_\_\_\_\_

Numero de teléfono: \_\_\_\_\_ Correo electrónico: \_\_\_\_\_

Testigo UC: \_\_\_\_\_

Nombre Impreso: \_\_\_\_\_

Título: \_\_\_\_\_