

**UNIVERSITY OF CALIFORNIA
AGRICULTURE & NATURAL RESOURCES
PRESSURE CANNER GAUGE TESTING**

The University of California Cooperative Extension (UCCE), _____ County, provides services to extend knowledge of practices for food preservation and food safety. All use of a pressure canner/cooker, including use for food canning, involves RISK OF INJURY OR DEATH to yourself or others, despite the precautions taken. The UCCE will test the pressure canner/cooker gauge, but this testing will not make pressure cooking/canning free of risk.

Such risk includes, but is not limited to: food poisoning including risk of poisoning by botulism or other microorganisms, which can lead to illness and even death, burns, injury, or death from improperly used or maintained pressure canning/cooking equipment.

Good pressure canning/cooking equipment that is properly tested and adjusted still may not protect against the risk of food poisoning, burns, or injury unless it is used properly. Obtain and follow pressure canning/cooking and food canning/cooking safety guidelines and procedures for your specific equipment before cooking or canning any food, or serving any canned food.

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Wavier: In consideration of being permitted to participate in any way in pressure canner/cooker gauge testing 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 pressure canner/cooker gauge testing.

Assumption of Risk: Pressure canning/cooking carries with it certain inherent risk that cannot be eliminated regardless of the care taken to avoid injuries, including equipment that has been tested and is well-maintained. The specific risk includes, but is not limited to: food poisoning, including risk of food poisoning by botulism or other microorganisms, which can lead to illness and even death, and injury, including burns, cuts, scrapes, eye injury, or death from improperly used or maintained pressure canning/cooking equipment.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in pressure canner/cooker gauge testing. 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, UC Cooperative Extension, and any of its officers, employees, or agents 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 pressure canner/cooker gauge testing.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be 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, I 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.

Participant Name

Signature

Date