

The Regents of the University of California,

San Benito County Cooperative Extension 4-H Youth Development Program

Description/Name of Activity: Participation in \_\_\_\_\_

Date(s) of Activity: \_\_\_\_\_

**WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**Waiver:** In return for being permitted to participate in the activity or program listed above (“the Activity”), including associated use of the premises, facilities, staff, equipment, transportation, and services of the University, I, for myself, my heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** The Regents of the University of California and \_\_\_\_\_ their directors, officers, employees, and agents (“The Parties”), **from liability from any and all claims, including the negligence of the Parties**, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my 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 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 Parties 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. In particular in reference to any claims, actions, suits, expenses, damages and liabilities including attorney’s fees, etc. that are caused by in any way, any animals that I own that I have participating in the Activity.

**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 thereof 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.

**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 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. **DO NOT SIGN BELOW UNLESS YOU HAVE THOROUGHLY READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THIS RELEASE FORM.**

Participant Name – PRINT CLEARLY	Signature of Participant	Participant Age (if a minor)	Parent/Guardian Name – PRINT CLEARLY	Signature of Parent/Guardian (if participant is a minor)	Date

