

Participant's name: \_\_\_\_\_  
Please Print

UNIVERSITY OF CALIFORNIA,

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

**Waiver:** In consideration of being permitted to participate in any way in  
IDEA Center, Summer Engineering Institute, August 5 - September 8, 2018

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 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.

\_\_\_\_\_  
Signature of Parent/Guardian of Minor      Date      Signature of Participant      Date

**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 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 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 Parent/Guardian of Minor      Date      Signature of Participant      Date



### Model Image Authorization and Release

I, the undersigned, hereby grant to The Regents of the University of California, on behalf of the University of California, San Diego, its officers, and employees (collectively referred to herein as "UCSD") and its agents and assigns the worldwide, perpetual, irrevocable right to: (1) photograph the undersigned; (2) reproduce, distribute, display, create derivative works of and otherwise use the undersigned's name, photograph and likeness for and in connection with UCSD's public relations, publicity, promotional, and recruitment purposes, for all but commercial purposes, by any means, methods and media (print and electronic) now known or in the future developed that UCSD deems appropriate.

I make this grant of rights with the understanding that no compensation will be paid to me by UCSD for such grant. I understand and agree that all right, title and interest, including copyrights, in the materials created by UCSD pursuant to this agreement are the exclusive property of UCSD and that I will obtain no rights in such materials. I also understand that UCSD is not actually required to use my photograph or likeness in any way.

I hereby waive any right that I may have to inspect or approve any photograph, likeness, or derivative work thereof made pursuant to this agreement. I understand that under California law individuals have the legal right to control the use of their names, likenesses and images and I hereby release all such rights and hold harmless UCSD, its agents, licensees, and assignees from, and will neither sue nor bring any proceeding against, any such parties for any liability, whether now known or arising hereafter, resulting from or arising in connection with the exercise of such parties' rights pursuant to this agreement.

I have read the above agreement and fully understand its contents. I represent and warrant that I am of full age, that I have the right to contract in my own name, and that I have no pre-existing obligation that may restrict or limit my ability to sign this agreement.

This agreement will be governed by the laws of the State of California and represents the final and exclusive agreement between UCSD and myself on this subject.

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

If the person named above is a minor, a parent or legal guardian must complete the following:

I warrant that I am the legal guardian of the minor being photographed or whose likeness will appear in photograph(s) or other media as designated by UCSD and agree to the above.

DATE: \_\_\_\_\_

PARENT/GUARDIAN NAME: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

PARENT/GUARDIAN STREET ADDRESS \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_