

UNIVERSITY OF CALIFORNIA LOS ANGELES

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

Waiver: In return for being permitted to participate in **Splash at UCLA Winter 2020 on February 1 2020**, hereinafter called "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 Splash at UCLA, and its agents**, from liability from any and all claims, including **the negligence of Splash at UCLA and its agents**, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation (including transportation, if applicable) in the Activity.

Assumption of Risks: Participation in The Activity carries with it certain risks that cannot be eliminated regardless of the care taken to avoid injuries. Specific risks may vary, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such associated with slips and falls, and concussions to 3) catastrophic incidents including paralysis and death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are possible from my participation 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 Splash at UCLA, **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 expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad an 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.

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 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 the law.

Signature of Parent/Guardian, if Minor Date

Signature of Participant Date