Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of permission to use, today and on all future dates, the property facilities, staff, equipment and services of EYH Berkeley, I, for myself, and personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue from any and all claims including the negligence of EYH Berkeley, in personal injury, accidents or illnesses (including death), and property loss arising from, but limited to, participation in activities, classes, observation, and use of facilities, premises, or etc.

Assumption of Risks: This use of University property, facilities, staff, equipment, and services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. EYH Berkeley has facilities for and provides for activities such as social events, community outreach, clinics, classes, camps, and day care. Some of these activities involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage.

The specific risks vary from one activity to another, but the risks range from 1) minor such as scratches, bruises, sprains, and embarrassment 2) major injuries such as joint or back pain, heart attacks, head injuries, and psychological trauma 3) catastrophic injuries including paralysed death.

I have read the previous paragraphs and I know, understand, and appreciate the other risks that are inherent in the activities made possible by EYH Berkeley. 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 UNIVERSITY OF CALIFORNIA HARMLESS from any and all claims, actions, suits, procedures, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in EYH Berkeley 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 indemnity agreement, fully understand its terms, and understand that I am giving up substantive 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 to the greatest extent allowed by law.

Signature of Parent/Guardian of Minor Date Signature of User

Participant’s Age (if minor) ______
ASSIGNMENT OF PHOTOGRAPHIC, MOTION PICTURE, VIDEO, AND SOUND RECORDING RIGHTS

I, ________________________________, parent/legal guardian of ______________________________ hereby authorize EXPANDING YOUR HORIZONS BERKELEY (EYH) and its officers, agents, and employees, to photograph, record, film, or videotape the minor in attendance.

I understand that any photograph, sound recording, motion picture, or video taken of under this assignment is for the purpose of collecting and/or representing factual information in the interest of serving EYH’s mission of outreach, education, and public service, and for promoting women in STEM. I hereby assign to EYH all rights, title, and interest, including copyright, in and to any and all such photographs, sound recordings, motion pictures, or videos, and I hereby irrevocably authorize EYH, its officers, agents, and employees, without limitation, to reproduce, copy, sell, exhibit, publish, or distribute, in any medium now known or later developed, any and all such photographs, sound recordings, motion pictures, or videos in perpetuity for the purposes expressed above.

I further release and forever discharge EYH, its officers, agents, and employees from any and all claims and demands arising out of or in connection with the use of said photographs, sound recordings, motion pictures, or videos, including but not limited to any and all claims for invasion of privacy, defamation, or infringement of copyright.

I have read and understood the provisions of this agreement, and understand that I am free to obtain advice from legal counsel of my choice, at my expense, to interpret these provisions. By signing below, I acknowledge that I have freely and voluntarily entered into this agreement.

I hereby certify that I am the parent or guardian of the person named above, and I do hereby give my consent without reservation to the foregoing on behalf of him or her.

SIGNATURE OF PARENT OR GUARDIAN: ________________________________
DATE: __________________________
PRINT NAME: ________________________________

I have read and received a copy of this release: __________ Minor’s Initials
AUTHORIZATION TO CONSENT TO TREATMENT OF MINOR

(I) (We), the undersigned parent(s)/guardian(s) of ____________________________, a minor, do hereby authorize University of California, Berkeley Health Services or attending medical personnel as agent(s) for the undersigned to consent to any X-ray examinations, anesthetic, medical or surgical diagnosis or treatment, or hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any physician and/or surgeon licensed under the provisions of the Medical Practices Act, California Business and Professions Code §2000 et. seq.; or any X-ray examination, anesthetic, dental or surgical diagnosis or treatment, or hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any dentist licensed under the provisions of the Dental Practices Act, California Business and Professions Code §1600 et. seq.

It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care to provide authority and power on the part of our aforesaid agent(s) to give specific consent to any and all such diagnosis, treatment or hospital care which aforementioned physician or dentist, in the exercise of his/her best judgment, may deem advisable. This authorization is given pursuant to the provisions of California Family Code §6910.

(I) (We) hereby authorize any hospital, which has provided treatment to the above-named minor pursuant to the provisions of California Family Code §6910, to surrender physical custody of such minor to (my) (our) above-named agent(s) upon the completion of treatment. This authorization is given pursuant to California Health and Safety Code §1283.

These authorizations shall remain effective until __________, 20__, unless sooner revoked in writing delivered to said agent(s).

__________________________       Signed: ____________________________
Date of Signature                Parent/Guardian

Address: __________________________

City: __________ State: __________

Phone No.: Home (__) __________

             Work (__) __________

             Cell (__) __________