



Education Department
 Waiver, Release and Indemnity Agreement
 (Court approved Form)

Please bring this form with you on your first day of programming.
 We regret that participation cannot be allowed unless we have this completed form on file.

Waiver, Release, Assumption of Risk and Indemnity Agreement

Waiver: For and in consideration of permitting (child's name) _____ to enroll and participate in activities and class instruction of the Birch Aquarium, Scripps Institution of Oceanography, UCSD given by THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, in the City of San Diego, County of San Diego and State of California, beginning on the _____ day of the month of _____, 2008, hereinafter called "The Activity", I, for myself, my heirs, personal representatives, or assigns, do hereby **release, discharge, waive 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.

Assumption of Risks: I understand and acknowledge that 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 and 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 in The Activity is voluntary, and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I, also agree to IDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any 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.

Photographic Release: I authorize the Birch Aquarium, Scripps Institution of Oceanography, UCSD to use my child's photograph and/or video image for education and public relations purposes related to the aquarium, Scripps Institution of Oceanography, or the Regents of the University of California.

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 Participant

 Date

 Signature of Parent/Guardian if Participant is a Minor

 Date

Parents please complete bottom portion of this waiver.

Program Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
Session Letter (if applicable)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>	<input type="text"/>