

SPLASH AT BERKELEY: Spring 2020 WAIVERS

Cover Sheet – Please staple all waivers together, with this page at the top.

Student Last Name: _____ Student First Name: _____

Student's Username on berkeley.learningu.org: _____

Please confirm & check all 3 boxes:

- I have signed and stapled the 3 additional pages of waivers/forms behind this one
- I have attached a copy of the student participant's medical insurance card
- A parent or legal guardian has signed where asked

Photo/Video/Film Release

SPLASH AT BERKELEY

8 March, 2020

In connection with my participation in Splash at Berkeley, I hereby:

1. Grant permission to Splash at Berkeley, University of California at Berkeley, and Learning Unlimited to use without compensation to me any still photo, video, or film of me (the participant) taken during the Splash at Berkeley program for the purposes of use in Splash at Berkeley and Learning Unlimited written, electronic, and web publications.
2. Grant permission to Splash at Berkeley, University of California at Berkeley, and Learning Unlimited to include my (the participant's) first name in connection with any still photo, video, or film.
3. Release Splash at Berkeley, University of California at Berkeley, and Learning Unlimited, and their trustees, officers, employees, agents, assigns, licensees, volunteers, and successors from any and all claims that may arise regarding any use of images or information permitted pursuant to this release.

If the above-named participant is not of legal age (eighteen (18) or older), signature of the participant's parent or guardian is also required. Application of signature attests that the participant, or, if not of legal age, the participant's parent or guardian, has read and understands the terms of this photo/film/video release, is competent to execute it, is doing so of their own free will and accord, voluntarily and without duress, and does so intending to bind participant, parent or guardian, executor, heirs and administrators or assigns to the fullest extent allowed by law.

Signature of Parent/Guardian

Date

Signature of Participant

Date

Participant's Date of Birth

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 March 9, 2020, unless sooner revoked in writing delivered to said agent(s).

Date of Signature

Signed: _____
Parent/Guardian

Address: _____

City: _____ State: _____

Phone No.: Home (____) _____
Work (____) _____
Cell (____) _____

Emergency Information

IN CASE OF EMERGENCY NOTIFY: _____

Address _____ City _____ State ___ Zip _____

Phone: **Home** (____) _____ **Work** (____) _____ **Cell** (____) _____

IF DIFFERENT THAN ABOVE COMPLETE:

Parent/Guardian Name _____

Address _____ City _____ State ___ Zip _____

Phone: **Home** (____) _____ **Work** (____) _____ **Cell** (____) _____

Alternate Parent/Guardian Name _____

Address _____ City _____ State ___ Zip _____

Phone: **Home** (____) _____ **Work** (____) _____ **Cell** (____) _____

MINOR'S PHYSICIAN

Name _____

Address _____ City _____ State ___ Zip _____

Telephone Number (____) _____

Name of Medical Insurance Provider* _____

Policy # _____ Expiration Date _____

***Attach a copy of your medical card**

If your child has a medical problem or is taking medication that would be important for us to be aware of, please indicate here: _____

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

Waiver: In consideration of _____ being permitted to participate in any Splash at Berkeley, Spring 2020 hereinafter called "The Activity," I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue**

- the _____ Splash at Berkeley Organization _____, its officers and members;
- and The Regents of the University of California, its officers, employees, and agents

from liability **from any and all claims, including negligence**, that result 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 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 _____ Splash at Berkeley Organization _____, and 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
Participant's Age (if minor) _____

Signature of Participant Date