

UC Berkeley Pre-College Scholars: Summer Virtual Program Waiver of Liability and Authorization Form

I, _____ (Custodial Parent/ Legal Guardian) of
_____ (Student) acknowledge and grant consent for
student to participate in the UC Berkeley Pre-College Scholars Summer Virtual Program (the “Program”).

Waiver: In consideration of being permitted to participate in the UC Berkeley Pre-College Scholars Summer Virtual Program, I, for myself, my heirs, personal representatives of 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 program.

Assumption of Risks: Participation in the program 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 UC Berkeley Pre-College Scholars Summer Virtual Program. I hereby assert that my participation is voluntary and I knowingly assume all such risks.

Indemnification and Hold Harmless: I 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 program and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that this Indemnity 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.

Acknowledgement of Understanding: I have read this 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.

Photo/Video Authorization and Release: I hereby authorize THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (the “University”) and its officers, agents, and employees to photograph, film, videotape, or record the student and use their name, voice and/or likeness in such photograph, film, video, or other recording taken or made by the University or provided by the student.

I understand that any photograph, sound recording, motion picture, or video or other recording taken of or provided by the student under this agreement (“Material”) can be used for any purpose including serving the University of California’s mission of research, education, and public service, and for promoting the public good.

I hereby assign to the University all rights, title, and interest, including copyright and rights of publicity that the student may have in and to any and all such Materials. I hereby irrevocably authorize the University, its officers, agents, and employees, without limitation, to reproduce, copy, sell, exhibit, publish, or distribute any and all such Materials in perpetuity. I enter into this agreement for good and valuable consideration, the receipt and sufficiency of which I acknowledge, and understand and agree that I will not receive monetary payment for any use of the Material by University.

I further release and forever discharge and agree to hold harmless the University, its officers, agents, and employees from any and all claims and demands—including but not limited to any and all claims for violation of rights of publicity, invasion of privacy, libel, defamation, or copyright infringement.

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.

Signature of Custodial Parent / Legal Guardian

Printed Name

Date

Signature of Student

Printed Name

Date

Please address any questions regarding this form to precollege@berkeley.edu.