

Participant's Name (Please Print): _____

Last

First

UNIVERSITY OF CALIFORNIA AT DAVIS

DAVIS SAILING TEAM AT UC DAVIS

PARTICIPANT

Description: Sailing with the Davis Sailing Team at UC Davis and traveling to events with the aforementioned team

Dates: Starting from: _____ to October 10, 2017

Date

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of permission to participate in the Davis Sailing Team at UC Davis, on and off campus, with and/or as a member of the Davis Sailing Team at UC Davis, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The Regents of the University of California, its directors, officers, employees, agents, and the Davis Sailing Team and Lake Washington Sailing Club and their officers and members from liability from any and all claims including the negligence of The Regents of the University of California and the Davis Sailing Team and Lake Washington Sailing Club resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

Signature of User

Date

Assumption of Risks: Physical activity, outdoors or indoors, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Davis Sailing Team at UC Davis may use facilities, venues, or public outdoor spaces and make available activities such as sporting activities and league sports, classes, runs and races, outdoor adventures, community services, recitals and trips. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, and 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 activities made possible by the Davis Sailing Team at UC Davis. 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 Regents of the University of California and the Davis Sailing Team at UC Davis and the Lake Washington Sailing Club and their officers and members 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 activities of the Davis Sailing Team at UC Davis 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 User

Date