UNIVERSITY OF CALIFORNIA, MERCED
MERCED VERNAL POOLS AND GRASSLAND RESERVE

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to visit or participate in any way in any activity, including transportation, at the above location, 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 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, visitation or participation in any way in any activity, including transportation, at the above location.

Assumption of Risks: Visitation or participation 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 to 2) major injuries such as eye injury or 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 visitation or participation. I hereby assert that my visitation or 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 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 visitation or participation 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 Minor's Parent/Guardian Date

Signature of Participant Date

Participant's Age (If Minor): _____

_____

Participant's Name (Print)

Print out to sign, or electronically sign and email this waiver to the reserve.
You need to provide to every member of your group a blank waiver to sign.