The Regents of the University of California,
University of California Cooperative Extension (UCCE) San Mateo-San Francisco Counties Master Gardener Program
Description/Name of Activity:_____

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT and PHOTOGRAPH & INFORMATION RELEASE

Waiver: In return for being permitted to participate in the activity or program listed above ("the Activity"), including associated use of the premises, facilities, staff, equipment, transportation, websites, online applications, digital resources, and services of the University, I, for myself, my heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** The Regents of the University of California, its directors, officers, employees, and agents ("The University"), **from liability from any and all claims, including the negligence of the University**, resulting in personal injury (including emotional injury or death), accidents or illnesses, and property loss, in connection with my participation in the Activity.

Assumption of Risks: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. 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, joint or bone injuries, heart attacks, and concussions, to 3) catastrophic injuries such as paralysis and death.

Indemnification and Hold Harmless: I also agree to indemnify and hold The University harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising out of my involvement in the Activity, and to reimburse it for any such expenses incurred.

Severability: I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion thereof is held invalid the remaining portions will continue to have full legal force and effect.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the courts of the State of California.

Acknowledgement 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 confirm that I am signing the agreement freely and voluntarily and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Photograph and Information Release I give to The Regents of the University of California, the UC Master Gardener Program and UC Cooperative Extension, and their respective employees and volunteers permission to use photographs of me in any of their publications, including websites, without payment or other consideration. I agree that these photographs will become the property of the Releasees. I agree that Releasees may edit, alter, copy, exhibit, publish or distribute these photos for purposes of publicizing the Releasee's programs or for any other lawful purpose, and that I do not have a right to review or approve the finished photographs. I understand that I will not receive royalties or other compensation from the use of the photographs. I agree to hold harmless and release the Releasees from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I understand and agree
that my permission and agreement cannot be cancelled or revoked.

DO NOT SIGN BELOW UNLESS YOU HAVE THOROUGHLY READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THIS RELEASE FORM.

Participant Name – PRINT CLEARLY	Signature of Participant	Parent/Guardian Name – PRINT CLEARLY	Signature of Parent/Guardian (if participant is a minor)	Date