Participants' Name (Please Print): _____

UNIVERSITY OF CALIFORNIA, BERKELEY DEPARTMENTS OF INTERCOLLEGIATE ATHLETICS & RECREATIONAL SPORTS

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of the Departments of Intercollegiate Athletics and Recreational Sports, **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, and agents from liability **from any and all claims including the negligence of the Departments of Intercollegiate Athletics and Recreational Sports** 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 Parent/Guardian of Minor Date Signature of User Date

Assumption of Risks: This use of University property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Departments of Intercollegiate Athletics and Recreational Sports have facilities for and provide for activities such as social events, community outreach, clinics, classes, camps, and competitions. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment 2) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma 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 Bay Area Field Hockey Association. 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 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 BAFHA _____at the University of California-Berkeley, 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.

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 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 Signature of User Date Participant's Age (if minor) _____