

## Waiver of Liability, Assumption of Risk, and Indemnity Agreement

*Waiver:* In consideration of being permitted to participate in any way in Social Ballroom Classes, hereinafter called “*the activity*”, I hereby **release, waive, discharge, and covenant not to sue** The Regents of the University of California, International House at UC Berkeley, Berkeley Ballroom student group at UC Berkeley, their officers, directors, employees, servants and agents (hereinafter referred to as “*releasees*”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, personal injury, accidents or illnesses, including death, that may be sustained by me, or any of the property belonging to me, whether caused by negligence of *releasees*, or otherwise, while participating in *the activity*, or while in, on or upon the premises where *the activity* is being conducted.

*Assumption of Risk:* Participation in *the activity* carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I am **fully aware of the risks involved and hazards connected with *the activity***, including but not limited to minor injuries such as scratches, bruises, and sprains; major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, and catastrophic injuries including paralysis and death. I hereby elect to voluntarily participate in *the activity* with full knowledge that *the activity* may be hazardous to me and my property. I voluntarily **assume full responsibility for any risk of loss, property damage or personal injury, including death**, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in *the activity*, whether caused by the negligence of the *releasees* or otherwise.

*Indemnification and Hold Harmless:* I also **agree to indemnify and hold the *releasees* harmless** from any and all claims, actions, suits, procedures, losses, expenses, damages, liabilities and costs, including court costs and attorney’s fees brought as a result of my involvement in *the activity*, whether caused by the negligence of the *releasees* or otherwise, and to reimburse them for any such expenses incurred.

*Inclusiveness:* It is my express intent that this waiver of liability, assumption of risk, and indemnity agreement **shall bind** the members of family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to use the above-named *releasees*.

*Severability:* The undersigned further expressly agrees that the foregoing waiver of liability, assumption of risk, and 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 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 the law**.

Participant’s name: \_\_\_\_\_

(Please Print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date