

YOUTH PROGRAM WAIVER OUTDOOR ADVENTURES

UNIVERSITY OF CALIFORNIA, DAVIS:

WAIVER, RELEASE AND INDEMNITY AGREEMENT

I understand that there are risks and dangers inherent in participating and/or receiving instruction in horseback riding, swimming, hiking, backpacking, kayaking, rafting, snow shoeing and rock climbing in the program sponsored by Memorial Union Programs and Campus Recreation, (hereinafter referred to as "activity"). I also understand that in order to be allowed to participate and/or receive instruction in this sport or activity, I must give up my rights to hold The Regents of the University of California liable for any injury or damage, which I may suffer while participating and/or receiving instruction in this activity.

Knowing this and in consideration of being permitted to participate and/or receive instruction in this activity, I hereby voluntarily release The Regents of The University of California from any and all liability resulting from or arising out of my participation and/or receipt of instruction in the activity.

I understand and agree that I am releasing not only the entity set forth in the paragraph above, but also the officers, agents and employees of those entities.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation and/or receipt of instruction in the activity. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the Regents of the University of California, its officers, agents or employees.

I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death, which I may suffer, even if caused by the negligent acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating and/or receiving instruction in this activity.

I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold The Regents of the University of California and their Officers, agents and employees harmless from any and all liability or costs, including attorney's fees, associated with or arising from my participation and/or receipt of instruction in the activity.

I understand and agree that if I am signing this Agreement on behalf of my minor child, that I will be giving up the same rights for said minor as I would be giving up if I signed this document on my own behalf.

I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to participating and/or receiving instruction in said activity.

WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN RECREATIONAL ACTIVITIES. FOR EXAMPLE: FALLS, UNEXPECTED MOVEMENTS OF HORSES (EQUESTRIAN PROGRAM), NEAR DROWNING, PROPERTY DAMAGE, AND IN SOME CASES, DEATH.

Statement of Good Health: Participant, or their parent/guardian represents that s/he is in good physical condition to engage in rigorous physical activity, including, but not limited to conditioning exercises. If said physical condition changes, participant will voluntarily withdraw from the physical activity, exhibition, or class.

Each participant is hereby advised to consult a physician prior to enrolling in a strenuous physical activity, exhibition, or class.

PARENT/GUARDIAN RELEASE:

I am the parent or legal guardian of the minor _____, and I am signing this document on behalf of said minor.

Dated: _____, 20____

Print Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Minor's Signature: _____