

UNIVERSITY OF CALIFORNIA, Davis

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In return for being permitted to participate in the following activity or program (“The Activity”), including any associated use of the premises, facilities, staff, equipment, transportation, and services of the University, I, for myself, 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 death), accidents or illnesses, and property loss, in connection with my participation in the Activity and any use of University premises and facilities.

Description of Activity or Program: All activities associated with EGG PowerTrip, which may include hiking, biking, and alternative modes of travel. See Appendix A.

Date(s): 9/18-21, 2018

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 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.

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 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.

Participant Name (print)

Date of Birth

Participant Signature

Date

I, the parent/legal guardian of the Participant, hereby agree to the above on behalf of the Participant.

Parent/Guardian Name (print)

Signature

Date

Appendix A. Power Trip Related Activities

As part of Power Trip, you will have the opportunity to participate in a number of activities that have their own associated risks. A full itinerary for the trip is currently being planned and will be posted on the Energy Graduate Group website: <https://eec.ucdavis.edu/energy-graduate-group/>

These activities may include, but are not limited to:

- **Biking**
During part of the trip you may have the opportunity to bike through an urban environment. Biking through urban environments is not without risks. Precautions should be taken to further minimize risk through the use of helmets and other personal protective equipment.
- **Walking/Hiking**
During part of the trip you may have the opportunity to walk/hike on a well-maintained trail. Walking/Hiking through well-maintained trails still carries risks, which may include sprains, falls, etc.
- **Rail transport**
Part of the trip may involve the use of light rail for transportation.
- **Automotive transport**
Passenger vans will be used for the bulk of travel during this trip.

In addition to planned activities, there will be opportunities for students to independently purchase their own food or drink. Alcoholic beverages will not be provided to students through UC Davis funds.