



Waiver of Liability, Assumption of Risk & Indemnity Agreement

Elective/Voluntary Activities Waiver

EH&S

Scientific Diving & Boating

Department

Class/Activity

Waiver: In consideration of being permitted to participate in any way in

skin diving and/or scuba diving, boating and associated activities, which include, but are not limited to, the activities and risks described in the attached UC Waiver of Liability Description of Activities Attachment,

hereinafter called "The Activity", I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents**, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, 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 injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 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 Activity. 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 Activity 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.

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 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 Participant

Print Name of Participant

Date

Age (if Minor)

Signature of Parent/Guardian of Participant if Minor

Print Name of Parent/Guardian of Participant if Minor

Date



Waiver of Liability, Assumption of Risk & Indemnity Agreement

Description of Activities Attachment

INSTRUCTIONS

Use the Description of Activities Attachment to the UC Waiver of Liability when it is necessary to describe a diverse and broad range of activities that may be occurring as the result of participation in a class or program. Attachment should be signed by participant and retained with associated UC Waiver.

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I acknowledge that I have read the attached **Waiver of Liability, Assumption of Risk, & Indemnity Agreement** and fully understand its terms. I affirm that I am voluntarily participating in the below described activities and further acknowledge that I know, understand, and appreciate the inherent risks of these activities. I assume full responsibility for any and all injuries or damages that may occur to me as a result of the inherent risks associated with:

participation in the UCSB Diving & Boating Program that involves physically strenuous instruction in skin diving and/or scuba diving, as well as associated activities, including launching and diving from boats, climbing ladders and lifting and carrying dive equipment, making beach dives that include long surface swims, driving to and from dive sites, using personally-owned or UCSB-owned SCUBA equipment, using personal and UCSB vehicles.

Diving with compressed air is an inherently risky activity because it can cause air expansion injuries, decompression sickness, embolism, drowning and hyperbaric injuries that require treatment in a recompression chamber that may not be available at remote sites where instruction occurs. I choose to proceed with the understanding that if I suffer injuries that require treatment in a recompression chamber, one may not be available in which I can be treated and this could result in serious or fatal injury, including paralysis or death.

The potential hazards associated with diving activities can be mitigated to some extent by inspecting equipment prior to dives, being in good mental and physical health, and not being under the influence of drugs or alcohol. I agree that as a condition of my participation in the UCSB Diving Program I will inspect any SCUBA equipment that I use for any UCSB dive prior to diving, that I will not participate in any dives unless I am in good mental and physical health, and that I will not participate in any diving activities while under the influence of drugs or alcohol.

Signature of Participant

Print Name of Participant

Date

Age (if Minor)

Signature of Parent/Guardian of Participant if Minor

Print Name of Parent/Guardian of Participant if Minor

Date