



Waiver of Liability, Assumption of Risk & Indemnity Agreement

Elective/Voluntary Activities Waiver

El Congreso de UCSB

31st Annual Latine College Day

Department

Class/Activity

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

The 31st Annual Latine College Day 2024, hosted by the registered campus organization El Congreso de UCSB, taking place on the UC Santa Barbara campus on Saturday, April 20th, 2024.

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



Release & License to Use Image, Name &/or Voice

INSTRUCTIONS

Use the Release & License to Use Image, Name &/or Voice to obtain permission from individuals to use their image or visual likeness, their name, and/or their voice in University publications or other productions. If this Release is being granted with respect to a minor, it is necessary to first obtain the prior consent of the minor's parent(s) or legal guardian(s). Contact UCSB Risk Management for additional information.

DEPARTMENT

Department: _____

Class/Activity: _____

Describe the possible uses for which the Department may use the individual's image, name, and/or voice:

RELEASE & LICENSE

This Release & License is for the following Personal Information:

(Initial all Personal Information for which permission to use is being given)

____ Image/Visual likeness

____ Name

____ Voice

I, the undersigned, hereby grant the Regents of the University of California ("University") permission to use, exploit, adapt, modify, reproduce, distribute, publicly perform and display, in any form now known or later developed, my image or visual likeness, my name and/or my voice (the "Personal Information") as specified in this Release and indicated above, throughout the world, by incorporating it or them into publications, catalogues, brochures, books, magazines, photo exhibits, motion picture films, internet websites, videotapes, and/or other media (the "Works") or commercial, informational, educational, advertising, or promotional materials relating thereto.

I release, and hereby agree to indemnify, defend, and save harmless University, its agents, employees, licensees and assigns (collectively, "Released Entities") from any and all claims I, or any third party, may have now or in the future for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out of the use, exploitation, reproduction, adaptation, distribution, broadcast, performance or display of the Personal Information.

I waive any right to inspect or to approve any Works that may be created using the Personal Information and waive any claim with respect to the eventual use to which the Personal Information may be applied. The Personal Information may be used at the University's sole discretion, with or without my name or with a fictitious name, and with fictitious or accurate biographical material, alone or in conjunction with any other material of any kind or nature except that University will not use the Personal Information for any criminal or illegal purposes or in a manner inconsistent with community standards of decency.

I understand and agree that University is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Works, and any commercial, informational, educational, advertising, or promotional materials containing the Materials.

I am of full legal age and have read this release and am fully familiar with its contents. By their signature below, a minor's parent(s) or legal guardian(s) indicate, on behalf of their minor child, their full and unqualified consent to the terms of this Release & License.

Name: _____ Age (if Minor): _____

Signature (not required if minor): _____ Date: _____

Name of Parent(s)/Guardian if Minor: _____

Signature of Parent/Guardian if Minor: _____ Date: _____

Address: _____ Ph: _____



Conference Code of Conduct - El Congreso de UCSB's 31st Annual Latine College Day 2024

As a participant, I hereby understand and agree with the following code of conduct:

- I will behave at all times in a respectful and considerate way to others.
- I will follow the COVID-19 protocol established by the university and by the conference hosts dictated by the health guidance and circumstances at the time, including potentially submission of vaccine or negative test verification, mask mandate, or additional requirements.
- I will not engage in any physical or verbal abuse against another person.
- I will not consume alcohol, marijuana, tobacco, or any illegal drug prior to or at the event.
- I will not bring firearms or weapons, including items that appear to be as such.
- I will not engage in blatant disregard for the conference policies, nor will I show disrespect to conference volunteers or organizers.

I understand that by following these guidelines, I am acknowledging the importance of maintaining respect, trust, unity, and safety amongst the conference participants, volunteers, and organizers. **I understand that any violation or unfulfilling of these guidelines will result in my dismissal from the conference at my expense.**

Participant Name: _____

Signature of Participant: _____ Date: _____

PARENT/GUARDIAN (for minors): As the participant's parent/guardian, I fully understand that my child is to accept all rules and requirements governing conduct during the field trip. **It is understood that any child determined to be in violation or unfulfilling of these behavior standards will be sent home at the parent or guardian's expense.**

Additionally, if COVID-19 vaccination or a negative COVID-19 test is mandated by university guidance for the conference, I provide permission for myself or my child to submit verification. A copy of the record will be used to verify that the participant meets the requirement and will be discarded upon completion of the conference.

Parent/Guardian Name (if participant is minor): _____

Signature of Parent/Guardian (if participant is minor): _____ Date: _____