

Participant's Name _____

UNIVERSITY OF CALIFORNIA
DIVISION OF AGRICULTURE AND NATURAL RESOURCES
DESERT RESEARCH & EXTENSION CENTER

NAME OF GROUP/ACTIVITY:

FARM SMART PROGRAM

Date(s): _____

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in, FARM SMART I, for myself, my heirs, personal representatives 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 **FARM SMART FALL FESTIVAL**.

Assumption of Risks: Participation in FARM SMART 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 FARM SMART. 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 FARM SMART 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 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 Parent/Guardian of Minor

Date

Participant's Age (if a minor) _____

PHOTO RELEASE

Pictures may be taken during the University of California FARM SMART Program. We ask that you please sign this photo release. By doing so, you give us permission to use pictures of you/your child for program promotion which may include power point presentations to civic groups, brochures, flyers, newspaper coverage, social media(ie.Facebook/Twitter) or the UCANR website, blogs or photo repository. Persons in the photo will not be identified and these pictures will not be sold or used for profit.

NAME: _____

Signature: _____