

Sacramento Fellows Program Participants

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the University of San Francisco in _____ ("Activity"), to be held in and around _____ [CITY] from approximately _____ [DATES]. In consideration for being permitted to participate in the Activity, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with University of San Francisco ("USF") policies and procedures, including the "Standards of Nonacademic Conduct", which appear in the *Fogcutter Student Handbook*. I further agree to abide by all the rules and requirements of the Activity. I grant USF the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group or violates any rule of the Activity.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity including, but not limited to, arrangements for payment, travel, itinerary, logistics, cancellation, and academic content/credit. I understand that as a Participant in the Activity I may sustain serious personal injuries, illness, property damage, or even death as a consequence of not only USF's actions, inactions or negligence, but also the actions, inactions or negligence of others, travel, weather conditions, conditions of equipment used, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the University of San Francisco, its directors, officers, employees and agents (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from the Activity; local transportation to and from the Activity site; consumption of food; hotel accommodations; weather conditions; language barriers; differing social cultures and national laws; contagious diseases; criminal activities; terrorist attacks; political unrest; negligent first aid operations or procedures; negligent or willful acts of other participants; and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES,** and assume full responsibility for my participation in the Activity.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

CHOICE OF LAW/SEVERABILITY: I hereby agree that this Agreement shall be construed in accordance with the law of the State of California and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

HEALTH/SAFETY: I am aware of all applicable personal medical needs, and I am unaware of any health-related reasons or problems which preclude or restrict my participation in the Activity. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Activity. I understand and agree that USF is not obligated to attend to any of my medical or medication needs during the Activity, and I assume all risk and responsibility therefore. If during the Activity I require medical treatment or hospital care, in a foreign country or in the United States, USF is not responsible for the costs or quality of such treatment or care. **I agree that USF may, but is not obligated to, take any actions it considers necessary under the circumstances regarding my health and safety. I further agree to pay all expenses relating thereto and release USF from any liability for any actions it may take.**

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Participant

Date

*This original document must be submitted to the McCarthy Center or Center for Global Education Office in LM 340.
No scanned or faxed copies accepted. Signature in ink required. No electronic signatures allowed.*