Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in The Regents' and Chancellor’s Scholars Overnight Host Program, 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 the Regents’ and Chancellor’s Scholars Overnight Host Program.

Assumption of Risks: Participation the Regents’ and Chancellor’s Scholars Overnight Host Program 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 Regents’ and Chancellor’s Scholars Overnight Host Program. 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 Regents’ and Chancellor’s Scholars Overnight Host Program 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.

Printed Name of Participant
Application ID
Signature of Participant
Date

Printed Name of Parent/ Guardian
(if participant under 18)
Signature of Parent/ Guardian
(if participant under 18)
Date

ROHP Waiver 2019
AUTHORIZATION TO CONSENT TO TREATMENT OF MINOR

(I) (We), the undersigned parent(s)/guardian(s) of __________________________, a minor, do hereby authorize the Regents’ Overnight Host Program, the University of California, Berkeley Health Services or attending medical personnel as agent(s) for the undersigned to consent to any X-ray examinations, anesthetic, medical or surgical diagnosis or treatment, or hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any physician and/or surgeon licensed under the provisions of the Medical Practices Act, California Business and Professions Code §2000 et. seq.; or any X-ray examination, anesthetic, dental or surgical diagnosis or treatment, or hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any dentist licensed under the provisions of the Dental Practices Act, California Business and Professions Code §1600 et. seq.

It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care to provide authority and power on the part of our aforesaid agent(s) to give specific consent to any and all such diagnosis, treatment or hospital care which aforementioned physician or dentist, in the exercise of his/her best judgment, may deem advisable. This authorization is given pursuant to the provisions of California Family Code §6910.

(I) (We) hereby authorize any hospital, which has provided treatment to the above-named minor pursuant to the provisions of California Family Code §6910, to surrender physical custody of such minor to (my) (our) above-named agent(s) upon the completion of treatment. This authorization is given pursuant to California Health and Safety Code §1283.

These authorizations shall remain effective until _____________, 20___, unless sooner revoked in writing delivered to said agent(s).

_____________________________ Signed:  __________________________________
Date of Signature     Parent/Guardian

Address: __________________________________

City:       __________________  State:__________

Phone No.:   Home (____)  ___________________
Work (____)  ________________Cell (____)  ___________________


Emergency Information

IN CASE OF EMERGENCY NOTIFY: ____________________________________________

Address ________________________ City _____________ State ___ Zip __________

Phone: Home (____) __________ Work (____) _________ Cell (____) __________

IF DIFFERENT THAN ABOVE COMPLETE:

Father’s Name __________________________________________________________

Address ________________________ City _____________ State ___ Zip __________

Phone: Home (____) __________ Work (____) _________ Cell (____) __________

Mother’s Name __________________________________________________________

Address ________________________ City _____________ State ___ Zip __________

Phone: Home (____) __________ Work (____) _________ Cell (____) __________

MINOR’S PHYSICIAN

Name _________________________________________________________________

Address ________________________ City _____________ State ___ Zip __________

Telephone Number (____) __________________________

Name of Medical Insurance Provider* ____________________________________

Policy # _____________________________ Expiration Date ___________________

*Attach a copy of your medical card

If your son or daughter has any allergies, medical problems or is taking medication that would be
important for us to be aware of, please indicate here: ________________________________

________________________________________________________________________

________________________________________________________________________
COMMUNITY AGREEMENT FOR ROHP GUESTS

By signing below, I agree that for the duration of my visit to the University of California, Berkeley during the Regents’ Overnight Host Program I will abide by the following rules:

☐ I will represent University of California, Berkeley and ROHP in a respectful manner.

☐ I will carry identification at all times.

☐ I will be on time for all events.

☐ I will let my host know where I will be at all times.

☐ I will notify my host or an ROHP contact in case of an emergency.

☐ I will immediately report theft, damage, or destruction of any property by me or anyone I associate with.

☐ I will not engage in lewd or disorderly conduct.

☐ I will not engage in sexual harassment, sexual assault, or rape.

☐ I will not drink alcohol if I am under age 21 and I will not use narcotics under any circumstances.

☐ In addition, I will follow any additional rules established for me that are in accordance with the Code of Student Conduct, which can be found at http://students.berkeley.edu/uga/conduct.asp, or other University policies.

I am aware that violating any of the above rules will result in consequences that may include immediate dismissal from the Regents’ Overnight Host Program, demands for restitution, or legal action.

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<th>Print Full Participant Name</th>
<th>Participant Signature (REQUIRED)</th>
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<th>Print Parent/Guardian Name</th>
<th>Parent/Guardian Signature (If participant is a minor)</th>
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