



Assumption of Risk, Release of Claims and Hold Harmless Agreement

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| Program | University of the Pacific MESA Program |
| Program Dates | August 1, 2024-July 31, 2025 |
| Location of Events | Online, School, University of Pacific, field trips and regional events |

The parties to this Agreement are:

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| Name of Child Participating in MESA: | Participant’s custodial parent or legal guardian: |
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I have carefully read this release (below), fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. No oral representations, statements or inducements apart from this release have been made. In consideration of my participation in MESA, I agree as follows:

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| Date: |
| Signature of Custodial Parent or Legal Guardian (if Participant is Under 18): |
| Name of Child’s School: |

1. Assumption of Risk. I understand and acknowledge that my participation in the Activity is entirely voluntary, is not required by the University, and may involve serious risk, including but not limited to risk of property damage, bodily injury, permanent disability, paralysis and death. These risks may result from the participation in the Activity, the acts of others, or the unavailability of emergency medical care or immediate staff response. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation in the Activity.

2. Certification. I am in good physical and mental health and do not have any physical or mental conditions that could affect my ability to participate in the Activity. I am aware that the University does not provide on call medical personnel. I have had the opportunity to inspect any University facilities that will be used and accept them as being safe and suited for the purpose intended.

3. Compliance with Policies. I have read and agree to comply with all applicable University policies and procedures, including but not limited to those that apply to my participation in the Activity. I understand that permission to participate in the Activity may be suspended, revoked or denied by the University in its sole and complete discretion. If I observe a hazard during my participation in the Activity, I will immediately remove myself from participation and bring the hazard to the attention of a University staff and/or faculty member.

4. Release. I (for myself, my parents, legal guardians, heirs, executors, administrators and assigns) hereby release, indemnify and hold harmless the University, its regents, employees, agents and volunteers (collectively “Releasees”) from and against any blame and liability whatsoever for any property damage, property loss, property theft, personal injury, death, claim, or any damage of any kind whatsoever, whether arising from the alleged negligence of the Releasees or otherwise, which may arise out of or relate in any way to my



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participation in the Activity, to the maximum extent permitted by applicable law. I agree to be solely responsible for any medical, health or personal injury costs relating to my participation in the Activity.

5. Prerequisite Skills and Training. I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the Activity. If I have any questions as to what skills, qualifications, physical ability or training are necessary, I will direct such questions to the appropriate University faculty and/or staff member.

6. No Assumption of Responsibility by University. I understand that the University does not assume responsibility for any loss, injury or damage to person or property in connection with my participation in the Activity which results from causes beyond the control of and without fault of the University.

7. Consent to Emergency Treatment. I hereby consent to medical treatment in a medical emergency where I am unable at the time to consent to such treatment. University of the Pacific Assumption of Risk and Release of Liability READ BEFORE SIGNING Activity: Date of Activity:

8. Insurance. I have adequate health insurance necessary to provide for and pay any medical costs that may be incurred as a result of any injury arising out of or related to my participation in the Activity. To the extent such expenses are not covered by insurance, I agree to be solely responsible for any medical expenses or medical transport expense incurred in connection with my participation in the Activity.

9. Miscellaneous. The law of the state of California shall govern the validity, construction and enforceability of this Assumption of Risk and Release of Liability ("Release"), without giving effect to its conflict of law principles. The venue for any dispute relating in any way to this Release shall be in Stockton, California. If any clause or provision of this Release is held to be illegal, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions or parts thereof which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Release are severable.

10. Media Release Form. I give University of the Pacific permission to record my image and/or voice and grant all rights to use these sound, still, or moving images for school documentation purposes, which will be used for media purposes. I agree to release and hold exempt University of the Pacific from and against any claims, damages or liability arising from or related to the use of the photographs/video. I agree that all rights to the sound, still, or moving images belong to the University of the Pacific.

11. Student Records. I authorize Pacific to have access to, make and receive copies of my child's academic school records through the completion of the 12th grade. Participant understands that these records will be kept confidential and will be used to: a) monitor my child's academic progress; and b) determine when additional academic support services are needed. I understand that information from my child's academic records will be disclosed to designated representatives of colleges and universities so they may determine my child's eligibility for admission at their institutions, his/her need for special services, and for general use in planning outreach and recruitment activities.

12. Online Content. By registering for MESA, which includes online activities, you agree and you are fully aware of the risks connected with participating in an online activity or program and, knowing those risks, choose to participate. The risks of an online activity or program include, but are not limited to, data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, cyber stalking, online grooming, cyber predators, and image replication.



Medical Information, Consent for Emergency Medical Treatment &
Emergency Contact Information Form

Participant Name _____

Medical Insurance

Is the participant covered by medical/hospital insurance? [] Yes [] No

If so, list the policy/group number: _____

Carrier Name _____

Medical Information

Primary Care Physician _____

Phone _____

YES NO

1. Does your son/daughter take any medicine regularly? If yes, please give details.

[] []

YES NO

2. Is your son/daughter allergic or sensitive to medicines and/or inoculations, asthma, hay fever, insect bites, poison oak, any foods, etc.? If yes, please give details and list medications.

[] []

Please specify any other information that would be helpful for the adults supervising the activity, such as a significant recent illness, accident, health history, etc.:

Contact persons if parent/guardian can't be reached in case of an emergency:

Name: Home/Work Phone: Cell Phone:

Name: Home/Work Phone: Cell Phone:

Consent for Emergency Medical Treatment

I hereby give consent to the University of the Pacific to obtain all emergency medical care under whatever conditions are necessary to preserve the life, limb or wellbeing of the Participant named above.

Custodial Parent/Legal Guardian Signature _____ Date _____

Parent/Guardian Name Printed _____