

# ASSUMPTION OF RISK, RELEASE OF CLAIMS, AND INDEMNIFICATION AGREEMENT

*Laboratory Volunteer or Visitor*

*Research and Biotechnology*

Activity: Visiting Non-WesternU Student and Parent/Guardian Tour (Laboratory Work)

Activity Duration: \_\_\_\_\_

Activity Location(s): \_\_\_\_\_

**Assumption of Risk.** I am voluntarily participating in this Activity. I am aware of the risks associated with participating in this Activity, which include but are not limited to exposure to allergens associated with exposure to animal products, such as dander, exposure to disease transmittable between animals and humans; exposure to hazardous chemical, including disinfectants and sanitizing agents; physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity.**

**Representations Concerning Health.** I attest that I am physically and mentally capable of participating in the Activity and I have no known health or other restrictions that might interfere with my ability to participate in the Activity or endanger my health in connection with the Activity. I give permission to the University to provide immediate and reasonable emergency care should it be required. If I need medical or emergency treatment, I agree to be solely financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance and agree to provide proof of such insurance coverage upon request. I agree to indemnify and hold harmless the University from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said contact, medical or emergency treatment or emergency care.

**Use of Laboratory Facilities.** I acknowledge and understand that as a volunteer or visitor, the frequency and/or scope of my access to the Laboratory Facilities is at the discretion of the University and I can be asked to leave and/or removed from the premises at any time, for any reason without advance notice. I acknowledge that I assume sole responsibility for any personal property that I may bring into the laboratory and I voluntarily assume the risk of damage or loss to my personal property. I acknowledge and attest that I have completed prior laboratory safety training and agree to review any applicable University laboratory safety procedures and protocols prior to participating in any laboratory activity. I agree to abide by all rules, instructions and direction from University personnel regarding the use of laboratory facilities and equipment. In the event that I damage any equipment or University property as a volunteer or visitor, I agree to pay the costs for replacement and/or repair of the equipment or property.

**Image Release.** I agree that the University may record, edit, use, reproduce, publish and distribute by way of any and all media and transmission my visual and/or audio likeness related to my participation in the Activity. The University is further granted permission to use such materials for educational, fundraising or other purposes worldwide and in perpetuity. I agree that the University will be held harmless from any liability that may arise regarding the production, use, and distribution of such materials as described herein, and the University is hereby released from any claims relating to the rights granted above.

**Waiver and Release of Claims.** In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue Western University of Health Sciences and their board of trustees, employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, including claims of the University's negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

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**Indemnification and Hold Harmless.** I agree to indemnify and hold the University harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University.

**Severability.** It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions of this or application of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

**Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the Count of Los Angeles, State of California. The parties agree to submit to jurisdiction on the State Courts, Los Angeles County, California.

**Construction and Scope of Agreement.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made to any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

**Acknowledgement and Understanding.** I acknowledge that I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity. I have read this document and fully understand its terms. I acknowledge that I am signing this agreement freely and voluntarily. I acknowledge that by my signature, I intend that this release be a complete and unconditional release of all liability as it relates to the Activity to the greatest extent allowed by law and with the intention of binding my heirs, executors, administrators, legal representatives and assignees.

Participant Name: \_\_\_\_\_ Participant's Signature: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

## NOTE: The Below Section Is For Internal Use Only

<b>Recommended by:</b> Please sign below to indicate your recommendation of the Volunteer/Visitor to use laboratory facilities and equipment.	<b>Laboratory Manager or Department Head :</b> Please sign below to indicate your approval of the Volunteer/Visitor to use laboratory facilities and equipment.
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____