



# The DOF Foundation

## Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In return for being permitted to participate in the following activity or program (“The Activity”), including any associated use of the premises, facilities, staff, equipment, transportation, and services of “The DOF Foundation”, I, for myself, heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** The DOF Foundation, its directors, officers, employees, and agents (“DOF”), from liability **from any and all claims, including the negligence of DOF**, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in the Activity and any use of DOF's premises and facilities.

**Description of Activity or Program: Pathway program activities include but not limited to:**  
movies, conference participation, hiking, beach, college visits, museums, art galleries, gov. agencies, hospitals, volunteer events, etc.

**Video & Photo Release:** I grant to, DOF, its representatives and employees the right to take photographs, videos of me and my property in connection with the DOF Pathway program. I authorize DOF, its assignees, and transferees to copyright, use and publish the media in print and/or electronically.

I agree that DOF may use such photographs and/or videos of me with (or without) my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions, to 3) catastrophic injuries such as paralysis and death.

**Indemnification and Hold Harmless:** I also agree to indemnify and hold The DOF Foundation harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, arising out of my involvement in The Activity, and to reimburse it for any such expenses incurred.

**Severability:** I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

**Governing Law and Jurisdiction:** This Agreement shall be **governed by the laws of the State of California**, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.

**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 confirm that I am signing the agreement freely and voluntarily and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Participant Name (print)

Date of Birth

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

I, the parent/legal guardian of the Participant, hereby agree to the above on behalf of the Participant.

\_\_\_\_\_  
Parent/Guardian Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date