

The San Jose Project: Waiver of Liability, Assumption of Risk, and Indemnity Agreement, Material Responsibility, and Photo Release

Waiver:

In consideration of being permitted to participate in any way in: San Jose Project Day, _____ (date) hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, and discharge the San Jose Project, its officers, employees, and agents from liability from any and all claims including the negligence of San Jose Project, 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 Activity.

Assumption of Risks:

Participation in The Activity 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 to 3) catastrophic injuries including paralysis and death.

Indemnification and Hold Harmless:

I also agree to INDEMNIFY AND HOLD HARMLESS the San Jose Project 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 Activity 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.

Material Responsibility:

I agree to replace and/or pay for the repair of any tools and equipment that I lose and/or damage through neglect or misuse.

Photo Release:

By submitting the electronic Volunteer Allocation Survey, I hereby grant the San Jose Project permission to use my likeness in a photograph in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of the San Jose Project and will not be returned. I hereby irrevocably authorize the San Jose Project to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the San Jose Project's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge the San Jose Project from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

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 have read the previous paragraphs and pages and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

By: _____
(If under 18, parent/legal guardian required)

Print name: _____

Date: _____

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