

Waiver of Liability, Assumption of Risk, Indemnity and Media Release Agreement

Cal Parli Invitational October 10-11, 2020

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Waiver: In consideration of the student whose name appears below (“Student”) being permitted to participate in any way in the 2020 Cal Parli Invitational (“The Activity”), I, for myself, Student, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue**

- the Debate Society of Berkeley, its officers, members, and volunteers;
- and The Regents of the University of California, its officers, employees, and agents (collectively, “the Releasees”)

from liability **from any and all claims, including negligence**, that result in personal injury, accidents or illnesses (including death), and property loss arising from participation in The Activity.

Assumption of Risks: Participation in The Activity carries certain inherent risks that cannot be eliminated, including, among others, risk of property damage, illness, bodily injury, permanent disability, mental or emotional trauma, and death, as well as offensive or inappropriate conduct by other participants. The Debate Society of Berkeley cannot eliminate such risks. By allowing Student to participate in the activity, Student and Student’s family members assume those risks, and release the Releasees from any liability related to Student’s participation.

Indemnification/Hold Harmless: I agree to INDEMNIFY AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, brought as a result of my and/or Student's involvement in The Activity and to reimburse them for any such expenses incurred.

Media Release: I understand this event will take place on an online audio/video platform. In exchange for Student being allowed to participate in the Activity, I agree to the following:

1. Names, video and audio of participants will be shared with other participants.
2. Participant names will be listed publicly online.
3. Some debates (primarily, but not exclusively, elimination rounds) will be recorded via audio and/or video, and made publicly available for educational purposes by the Debate Society of Berkeley and/or the National Parliamentary Debate League (“NPDL”). I grant to Releasees and NPDL the permanent right to use images and recordings resulting from participating in the Activity, in connection with the Activity, future debate tournaments, and for other educational purposes. On behalf of Student and all family members, and anyone else for whom I can do so, I waive all rights in such recordings, including any right to compensation, approval of such uses, or sue the Releasees and/or NPDL based on their use of the images and recordings.

Binding Agreement. This Agreement shall legally bind me, my children, my spouse, estate, heirs, administrators, and personal representatives.

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Governing Law and Jurisdiction: The laws of California shall govern and the courts of California shall interpret this Agreement.

Severability: I agree 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.

Signature. I have read and understand this Agreement, I am competent to sign it, and I do so voluntarily and without relying on anything except what is written above. I understand that I am free not to sign this Agreement and to find a different program for Student.

Acknowledgment of Understanding: I have read **both pages** of this waiver of liability, assumption of risk, media release and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue, and consenting to the use of video and audio recordings of Student (without compensation), which will identify Student by name. I am signing the agreement freely and voluntarily, and intend by my signature to be a consent to the above, and complete and unconditional release of all liability to the greatest extent allowed by law.

Before you sign this Agreement, please read it carefully because it affects your legal rights.

Print Name of Student

Birthdate

Signature of Student

Date

Print Name of Parent/Guardian of Participant

Signature of Parent/Guardian of Participant

Date