

Waiver

Touro University California Activities - Voluntary Release and Waiver of Liability

WHEREAS, the above named Participant desires to participate in workshops, events, activities, sports, trips, and/or volunteer opportunities ("event") offered or facilitated by Touro University California ("TUC"), this AGREEMENT between the Participant and TUC provides TUC with a complete waiver of liability due to negligence and/or any other causes arising out of participation in TUC events, including exposure to, or injury resulting from, sickness, illness, or other effects of COVID-19, wherever or however they occur, and for such period said events may continue. Participant acknowledges, understands, and agrees that any events contemplated in this AGREEMENT are extracurricular and outside the scope of their employment or program of study. Participant agrees to release, defend, indemnify, and hold harmless TUC, its affiliates, employees, officers, event hosts, other participants, operators of any premises used to conduct the event, and each of them, their officers, directors, employees and their other agents (hereinafter called the "released parties") from any and all liability that might arise as a result of participation in any TUC events.

1. I affirm that the event may not be without risk. These risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the released parties. I understand the risks associated with my participation in the TUC event, including encounters with patients or other individuals who may be or have been exposed to, suffering and/or dying from COVID-19, and understanding this, I affirm that I will conduct myself safely as required to protect myself and others, including maintaining good hygiene and, if appropriate, wearing adequate Personal Protective Equipment (masks, gloves and other personal protective gear) at all times, as mandated by the site of the event, and/or local, state, or federal regulation or guidance. I understand that the above precautions, even if followed, are no guarantee against sickness, injury or death, and I assume all risks in connection with the event. I know of no medical reason why I might not be eligible to participate in TUC event.
2. I affirm that I understand that should I be involved in an accident while participating in the event, I am likely to be treated in a hospital, at my sole cost, and that the cost of such treatment is quite high. Furthermore I give permission for TUC or its agents to authorize emergency medical treatment as may be deemed necessary while participating in a TUC event.
3. I affirm that I clearly understand the risks associated with the event and that I am freely releasing the released parties and their agents from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation or associated with my injury or death arising out of or in connection with the event, even if said injury or death is a result of negligence, active or passive, on their part, or arising out or related to claims of breach of contract or strict liability. I affirm that I sign this document understanding that it might prevent me from seeking damages.

4. I hereby agree to indemnify and hold each of the released parties harmless from and against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys' fees and disbursements up through and including any appeal.
5. Any controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, shall be exclusively heard and settled by expedited binding arbitration in TUC's offices administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Rules ("Rules"). California law shall apply. Further, the costs of such arbitration shall be borne equally by the parties, initially, with each party also bearing its own attorneys' fees and any costs associated with presenting its proof. However to enforce the terms of the indemnification provisions herein the arbitrator may award attorneys' fees and costs to TUC. Judgment upon the award rendered may be entered in any Court of competent jurisdiction. TUC, released parties and Participant agree to the exercise of personal jurisdiction over them by the AAA. Participant waives trial by jury and such waiver is independent of the agreement to arbitrate disputes.
6. I further grant the Released Parties the right to photograph and/or videotape me and further to display, use and/or otherwise exploit my face, likeness, voice, and appearance forever and throughout the world.

I have read the six (6) paragraphs shown above, I completely understand each of them, and I have marked each with my hand denoting acceptance of the contained terms. I understand that these paragraphs are contractual and not a mere recital. I understand that this AGREEMENT represents the only agreement made between myself and the released parties and that NO OTHER AGREEMENT, VERBAL OR WRITTEN, has any impact on my decision to set my hand to this document.