

UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) EMERGING FILMMAKERS

WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND PARTICIPATION AGREEMENT

In order to participate in any UCLA Emerging Filmmakers programs, Participants must complete and agree to this Waiver of Liability, Assumption of Risk, and Indemnity Agreement by checking all the boxes below. For Participants who are younger than eighteen (18) years of age, a Parent or Legal Guardian must complete this form on behalf of the Participant named below.

Participant Name:

Date of Birth:

Date:

Name of the Parent or the Legal Guardian completing this form:

- ☐ I, the Participant's Parent/Guardian, represent and warrant that the said Participant is under my guardianship, conservatorship, or other legal authority and that I am legally competent to understand and complete this form.

Waiver: In return for being permitted to participate in any way in: *Program Name*, and any related activities arising therein during the period ____ through ____, and for any extended period agreed upon by the Participant and UCLA Emerging Filmmakers, hereinafter called "The Activity", including any associated use of the premises, facilities, staff, equipment, transportation, and services of the University, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and promise not to sue The Regents of the University of California, its directors, officers, employees, and agents ("The University") from liability from any and all claims including the negligence of The University, resulting in personal injury (including death), accidents or illnesses, and property loss arising from, but not limited to, participation in The Activity and any use of University premises and facilities.

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 2) major injuries such as eye injury, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

Assumption of Risks (Remote Learning): Participation in The Activity carries with it certain inherent risks and potential hazards that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another, but I am aware of and understand the risks and potential hazards in connection with participating in The Activity, including, but not limited to, the risk of data mining, phishing, viruses,

malware, data breach of online information, cyberbullying, exploitation, victimization, cyberstalking, online grooming, cyber predators, image replication, and/or exposure to disturbing sounds or visuals, and I hereby elect to voluntarily participate in The Activity, and engage in The Activity knowing that the activities may be hazardous to me and my property.

Video and Audio Recording: I understand that The Activity may be recorded for use by the instructor and other participants (particularly those who are not able to attend live). I agree that if I participate with a computer or mobile device camera engaged (or utilize a profile image), I hereby consent to have my video or image recorded. If I am unwilling to have my profile or video image recorded, I will ensure that my camera is disabled and that no profile image is used. Likewise, if I un-mute my computer or mobile device during The Activity and participate orally, I hereby consent to have voice recorded. If I am unwilling to have my voice recorded, I will ensure that my computer or mobile device is muted and I will communicate exclusively using the “chat” feature.

Indemnification and Hold Harmless: I also agree to indemnify and hold The University 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 is permitted by law, and that if any portion thereof is held invalid its 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 entering into the Agreement freely and voluntarily, and **intend by checking this box below for this Agreement to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

☐ **I, the Participant’s Parent or Legal Guardian, have read, understood and agreed.**

Parent or Legal Guardian Signature

Date