

LIABILITY WAIVER, ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT

44th ANNUAL U.C. OPEN TAEKWONDO CHAMPIONSHIP
May 4, 2013
HAAS PAVILION, UNIVERSITY OF CALIFORNIA, BERKELEY

READ BEFORE SIGNING

IN CONSIDERATION OF being allowed to participate in the 44th ANNUAL U.C. OPEN TAEKWONDO CHAMPIONSHIP (the Championship), Participant, or Minor Participant and his or her legal guardian, as well as Participant or Minor Participant's heirs, assigns, personal representatives and next of kin, (collectively, Participant) EXPRESSLY AND FREELY AGREE as follows:

1. That participation in the Championship is a DANGEROUS ACTIVITY, that involves known and unknown risks of serious personal injury, including permanent disability or death, and damage or loss of personal property. These risks are increased where Participant is a lower rank martial artist with less experience. Participant hereby agrees to ASSUME ALL RISK of serious personal injury, permanent disability, death, and/or damage to or loss of personal property resulting from/or in any way connected with preparation for or participation in the Championship activities.
2. To RELEASE, WAIVE AND FOREVER DISCHARGE THE UNIVERSITY OF CALIFORNIA, THE UNIVERSITY OF CALIFORNIA MARTIAL ARTS PROGRAM, its Regents, subsidiaries, related and affiliated companies, organizations, officers, employees and agents (the Released Parties) from any and all claims (other than gross negligence), loss, demands, damages, expenses, lawsuits, causes of action and judgments, whether foreseen or unforeseen, known or unknown, present or future, resulting from, arising out of, or in any way connected with Participant's preparation for or participation in the Championship activities, including, but not limited to, any claims for personal injuries, including death, and/or damage to or loss of personal property, whether caused in whole or in part by the ordinary NEGLIGENCE and/or FAULT of the Released Parties or otherwise (the Claims).
3. To AUTHORIZE RELEASED PARTIES TO PROVIDE PARTICIPANT WITH MEDICAL TREATMENT if Participant is injured, to accept financial responsibility for any costs related to that treatment, and RELEASE, WAIVE AND FOREVER DISCHARGE Released Parties from any Claims in any way CONNECTED WITH SAID MEDICAL ASSISTANCE OR TREATMENT.
4. To INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all Claims, whether caused in whole or in part by the NEGLIGENCE and/or FAULT of the Released Parties or otherwise that arise from participation in the Championship activities to the fullest extent authorized by law.
5. To CONFIRM THAT PARTICIPANT'S PHYSICIAN HAS EXAMINED PARTICIPANT, CERTIFIED THAT PARTICIPANT IS IN GOOD PHYSICAL CONDITION AND AUTHORIZES PARTICIPANT TO PARTICIPATE in the Championship. Participant's signature on this Agreement is confirmation of this examination, certification and authorization.
6. That ANY DISPUTE OR CLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO BINDING ARBITRATION in San Francisco, California, pursuant to the arbitration rules of the American Arbitration Association or similar arbitration tribunal. An arbitration award rendered pursuant to this provision may be submitted to any court of competent jurisdiction in the United States for entry of judgment on the award. The parties agree that any petition to confirm, correct, or vacate an arbitration award may be served by regular mail, and that personal service of any such petitions is waived. The prevailing party in any arbitration arising from any dispute or claim under this Agreement shall be entitled to recover its reasonable attorneys' fees, costs and expenses. Participant understands that by executing this Agreement, Participant is waiving a constitutional right to a jury trial, and Participant waives that right freely and voluntarily.

READ BEFORE SIGNING

7. That PARTICIPANT HAS READ THIS LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT, AND FULLY UNDERSTANDS ITS TERMS. Participant understands that by entering into this agreement participant is giving up substantial rights, including the right to sue. Participant also understands that entering into this agreement is a condition precedent to and is consideration for the privilege of participating in the Championship. Participant acknowledges that this is the final agreement regarding the issues raised herein and cannot be modified except in a writing signed by both parties. Participant acknowledges that Participant is signing this agreement freely and voluntarily, and intends by Participant’s signature to make a complete and unconditional release of all liability to the greatest extent allowed by the laws of the State of California. If any portion of this agreement is held invalid, Participant agrees that the balance of it shall nevertheless continue in full force and effect.

I HAVE READ THIS LIABILITY WAIVER, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

PARTICIPANT

Date:	_____	
Participant Signature:	_____	The best telephone number to reach you:
Participant Name Printed:	_____	_____

GUARDIAN (On behalf of all legal guardians)

Date:	_____	
Signature of Parent/Guardian for Minor:	_____	The best telephone number to reach you:
Guardian Name Printed:	_____	_____

EMERGENCY CONTACT

<u>Name</u>	<u>Relationship</u>	<u>Telephone</u>
_____	_____	_____
<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____

MEDICAL INSURANCE INFORMATION

<u>Insurance Company</u>	<u>Policy #</u>	<u>Expiration Date</u>
_____	_____	_____
<u>Subscriber’s Name</u>	<u>Relationship</u>	<u>Telephone</u>
_____	_____	_____
<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____