

STUDENT COPY OF ONLINE AGREEMENT FOR FILES

UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA)

STUDENT PARTICIPATION AGREEMENT FOR VOLUNTARY ARCHAEOLOGY FIELD PROGRAM
WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND
AUTHORIZATION TO OBTAIN MEDICAL TREATMENT AND DISCLOSE MEDICAL INFORMATION

This agreement is made by and between The Regents of the University of California, on behalf of its Los Angeles Campus (hereinafter referred to "UCLA") and the student (hereinafter alternatively referred to as "I," "me," "my," or "mine") for participation in a voluntary, non-required, Archaeology Field Program (hereinafter referred to as "The Program").

WHEREAS, UCLA is willing to permit Student to participate in the Program subject to all of the following terms and conditions set forth herein;

Student and UCLA (the Parties hereto) DO HEREBY MUTUALLY AGREE AS FOLLOWS:

1. **WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

A. **WAIVER**: In consideration of being permitted to participate in any way in The Program, I the above named Student, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, my participation in The Program and any transportation associated with The Program.

B. **ASSUMPTION OF RISKS**: Participation in The Program and transportation associated therewith carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and illnesses. The specific risks vary from one activity to another, but the risks range from 1) minor injuries and illnesses such as scratches, bruises, sprains, colds, and diarrhea to 2) major injuries and illnesses such as eye injury or loss of sight, joint or back injuries, heart attacks, concussions, and severe food poisoning to 3) catastrophic injuries and illnesses including paralysis and death.

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

C. **INDEMNIFICATION AND HOLD HARMLESS**: I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS 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 Program and any associated travel and to reimburse them for any such expenses incurred.

2. **PERSONAL PROPERTY**: I understand and agree that UCLA has no liability or responsibility whatsoever for any personal property that I may bring on The Program and that any loss or damage to my personal property resulting from the Program shall be at my sole cost and expense.

3. **STUDENT CONDUCT**

A. **COMPLIANCE WITH UCLA STUDENT CONDUCT POLICIES**: I hereby agree that, throughout the duration of the Program, I will conduct myself in accordance with all applicable UC student policies, including, but not limited to, UCLA's Student Code of Conduct, and all student conduct rules established by UCLA.

B. **PROHIBITED ACTIVITIES**: During the period of my participation in The Program, I understand and agree that the use or possession of firearms, explosives, narcotics, or any other illegal substance, or my abuse of alcoholic beverages while participating in or traveling to or from The Program is **strictly prohibited**.

C. **COMPLIANCE WITH PROGRAM RULES AND LAWS OF FOREIGN COUNTRIES:** I further understand and agree to comply with all Program rules, regulations, policies or directions of UCLA personnel responsible for The Program and/or the laws and regulations of governmental authorities of all countries in which I travel.

D. **DISMISSAL AND INDEMNIFICATION FOR FAILURE TO COMPLY WITH PROGRAM RULES:** I understand and agree that my **violation of any of the above (3 A-C) is grounds for my immediate dismissal** from The Program. In the event of such dismissal, I agree to defend, indemnify and hold UCLA, and The Regents and its officers, employees, and agents harmless from and against any and all liability, claims, losses, expenses, judgments, or demands which may arise out of or in any way be connected with such violation(s). I further agree that I will defend hold harmless and indemnify UCLA, and The Regents and its officers, employees, and agents for any expenditures, including investigation costs and fees, attorney's fees and expenses and court costs and expenses, and any expenses associated with the defense, representation or investigation, except to the extent said expenditures are due to the sole negligence or willful misconduct of UCLA, and The Regents and its officers, employees, and agents. I further agree that UCLA's supervisory personnel on The Program have the right, in their sole opinion, to determine if I have violated the above and to terminate my participation in The Program. In the event of such termination of my participation in The Program, **I agree to return either to the UCLA Campus or my US residence within 72 hours** of such termination at my sole expense. I further agree and understand that the violation of any rules or regulations may be just cause for my suspension or expulsion from UCLA. **In the event I am returned home, I agree no monies paid for or in connection with the Program will be refunded.**

4. **RESPONSIBILITY FOR PERSONAL SAFETY AND HEALTH CARE:** I acknowledge that I am responsible for my own health, safety and personal needs while participating in The Program or any related activities, and that such areas are NOT the responsibility of UCLA its officers, agents or employees. I further acknowledge that I am responsible for obtaining all vaccinations and passport documentation required for travel in foreign countries. I acknowledge that I am responsible for having available sufficient quantities of all daily or periodic medications that I may require and for providing information regarding any medical condition, allergies, etc. that may be required for my treatment in the event of a medical emergency. I further acknowledge that there may be serious health and safety risks involved by not divulging information about medical conditions I may have.

5. **MEDICAL CONSENT.** In the event I am injured or become physically or mentally ill during my participation in The Program, I hereby authorize UCLA and its representatives to obtain, at my sole cost and expense, such medical care as may be needed to protect my physical and mental health. In the event I am unable to do so myself, I hereby also authorize UCLA and its representatives to provide consent on my behalf for such medical treatment, including, but not limited to, placing me under the care of a doctor or in a hospital or any place for medical examination and/or treatment or returning me to the country of residence at my own expense if such return is deemed necessary after consultation with medical authorities. In the event I am returned to the United States, I agree I shall not recover any money paid for and in connection with the Program. I agree that UCLA is not required to take any such actions if it is not aware of any emergency or in its discretion determines no emergency exists. Should the need arise, UCLA is authorized to provide any personal information about me to any health care provider.

6. HEALTH INSURANCE COVERAGE FOR PROGRAMS

A. **MY RESPONSIBILITY REGARDING MEDICAL COVERAGE**

I understand and agree that **UCLA assumes no liability for any medical, hospital, other health care provider, and/or related expenses incurred by me while on The Program.** I understand and agree that, as a condition for participation in The Program, I will receive through the period of my participation in The Program a traveler's insurance plan which includes a limited emergency health, evacuation and repatriation insurance policy. I understand that such insurance is limited and may not cover me for all medical expenses. I agree that I will be personally responsible for any and all medical, hospital and/or related expenses incurred by me while on The Program and during any breaks. I understand that medical facilities in foreign countries may require full payment for services prior to allowing a patient to be discharged from care. If I desire more comprehensive health care coverage than is provided, I understand that it is my responsibility to obtain and maintain such voluntary comprehensive coverage.

B. **LIMITED MEDICAL COVERAGE PROVIDED BY PROGRAM**

Although the traveler's insurance plan provided to all Program participants provides limited coverage for emergency medical treatment in certain limited instances, it does not provide, nor is it intended to provide, comprehensive health care coverage while traveling in foreign countries. I acknowledge that UCLA does not provide any additional type of insurance coverage for any loss I may incur or medical treatment I may require during or arising out of my participation in the Program, including, but not limited to, any injury, accident, death or property damage, even when I use transportation provided by UCLA or arranged by UCLA to, from or during The Program. I further understand that no insurance is provided by UCLA in the event that I use my own private transportation to, from or during The Program.

- 7. RESPONSIBILITY FOR STUDENT USE OF OWN TRANSPORTATION - DUTY TO DEFEND AND INDEMNIFY UCLA:** I further acknowledge that in the event of accident, injury or loss arising out of or connected with my use of my personal motor vehicle, or a vehicle that I rent or lease for transportation to, from or during The Program, including off-hours and breaks, that I am solely responsible for any and all claims resulting there from, and that UCLA shall have no liability for such claims. I agree to defend, indemnify and hold UCLA, and The Regents and its officers, employees, and agents harmless from and against any and all liability; claims; losses; expenses; including but not limited to, reasonable attorneys' fees, investigation and claim administration costs, and court and expert witness fees; judgments; or demands for damages for bodily injury, including death, and damage to property, including the loss of use thereof, resulting from my use of vehicles that I own, lease or hire in connection with the Program.
- 8. ADDITIONAL CONDITIONS OF PROGRAM PARTICIPATION**
- A. **PERMISSION TO USE PHOTOS WITH MY IMAGE:** I understand that photos of me may be taken during the course of my participation in The Program and that those photos may be used on the Travel Study Web site and other marketing materials.
- B. **COST AND TRAVEL CHANGES:** I acknowledge that UCLA reserves the right at any time, prior to or during the Program, without prior notice, to make cancellations, changes or substitutions in emergencies or changed conditions, or in the interest of the group. Prior to departure, UCLA further reserves the right to alter the costs in order to meet unexpected changes in air, bus, or train fares, hotels, or other living accommodations and the like (as the amount of fees is based on current tariff rates and expenses that are subject to change). I acknowledge that such alternates may create greater risks than the original plans.
- C. **CONSENT TO WITHHOLD GRADES FOR FINANCIAL OBLIGATIONS:** I understand that if I incur and fail to pay any financial obligations for the Program, and/or pursuant to the terms of this Agreement including damages to living or educational accommodations, unpaid fees for travel, contractor services, etc., such failure may cause my grades and records to be withheld until such financial obligations are satisfied by me. I hereby grant my consent to withhold my academic transcripts and records until such financial obligations are satisfied.
- D. **NOTICE OF INJURIES INCURRED DURING THE PROGRAM:** I agree to advise UCLA immediately of any incident which involves or causes any harm to me. If I decide to leave the Program, I shall advise UCLA's representative in advance in writing.
- 9. AUTHORITY:** I represent and warrant that I am eighteen (18) years of age or older, have the authority to execute this Agreement, and am not under guardianship, conservatorship, or other legal authority.
- 10. 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.
- 11. ACKNOWLEDGMENT OF UNDERSTANDING:** I have read this waiver of liability, assumption of risk, and indemnity agreements above, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I agree to all of the above. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. The waivers, indemnifications and assumptions of risk contained herein shall survive the termination or completion of this agreement.