UCSF Alliance Health Project

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
ALLIANCE HEALTH PROJECT &
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
OFFICE OF AIDS

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant's name: _____

Please Print

1. Waiver: In consideration of being permitted to participate in: the **Finger Stick Training Program** ("the **Training**"), which involves all participants practicing multiple finger sticks on each other and which is taking place on

_____

Date(s) of the Training

I for myself, heirs, personal representatives or assigns **release, waive, discharge, and covenant not to sue** The Regents of the University of California ("University") and the California Department of Public Health/Office of AIDS ("CDPH/OA") and their respective officers, employees and agents from liability from any and all claims resulting in personal injury, accidents or illnesses, or property damage arising from my participation in the Training.

2. Assumption of Risks: Participation in the Training has remote but inherent, potential risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks may include, without limitation, dizziness, fainting, soreness, and infection. The trainer will discuss universal precautions and other safety issues prior to my engaging in the Training and I have received and reviewed a copy of the Participant's Manual which covers safety precautions and issues. I have read the previous paragraphs and know and understand the risks inherent in the Training. I confirm that my participation in the Training is voluntary and I knowingly assume all risks inherent in the Training.

3. Indemnification and Hold Harmless: I agree to indemnify and hold the University and CDPH/OA 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 Training.

4. Severability: I understand that this waiver, assumption of risk, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any provision is held invalid, it is agreed that the balance shall continue in effect.

5. Acknowledgement 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 acknowledge that:

- I have received and reviewed a copy of the Participant's Manual;
- I am signing this agreement freely and voluntarily; and
- By my signature, I intend for this agreement to be a complete and unconditional release of all liability to the fullest extent allowed by law.

_____ _____

Signature of Participant **Date**