Waiver, Release and Indemnity Agreement

For and in consideration of permitting (NAME) _________________________ to conduct research or to participate in- activities given by THE REGENTS OF THE UNIVERSITY OF CALIFORNIA at the R. B. Gump South Pacific Biological Research Station on the island of Moorea (French Polynesia) during the period of ________________, I the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and for whatever period said activities or instructions may continue, and the Undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against THE REGENTS OF THE UNIVERSITY OF CALIFORNIA or any of its officers, agents, servants or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise. IT IS THE INTENTION OF (name) _________________________ BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

The Undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against THE REGENTS OF THE UNIVERSITY OF CALIFORNIA he/she shall indemnify and save harmless the same THE REGENTS OF THE UNIVERSITY OF CALIFORNIA from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

The Undersigned acknowledges that he/she has read the foregoing two paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the activity and instruction of and is fully aware of the legal consequences of signing the within instrument.

WITNESS: ____________________________________________  
Signature of Student or Scientist

DATED: ____________________________________________  
Signature of Parent or Guardian where applicable