

**Salk Institute - Volunteer Waiver**

ACCIDENT WAIVER AND RELEASE OF LIABILITY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – READ CAREFULLY BEFORE SIGNING: I voluntarily wish to participate as a volunteer for the Salk Science and Music Series (the “Event”). I understand that the Event is a potentially hazardous activity, and I hereby voluntarily assume full and complete responsibility for, and the risk of, any injury or accident that may occur during my participation in the Event or while on any Event premises (collectively referred to herein as “my participation”). I understand that during my participation, I will be in areas and facilities where many hazards exist and I am aware of and appreciate the risks that may result, including but not limited to serious injury or death. In consideration for being permitted to participate in the Event, I, for myself and my heirs, administrators, and executors (collectively “my releasors”) hereby agree to assume all risks and to release, hold harmless and covenant not to sue the Salk Institute for Biological Studies (“Salk”), and all sponsors, officials, volunteers, and organizations involved with the Event, and all other government or public entities, affiliated organizations, and all of the above-listed entities’ respective directors, officers, agents, employees, volunteers, trustees and members, and all other persons or entities associated with the Event (collectively, “the releasees”), for any claim, loss or liability that I or my releasors may have arising out of my participation or any fundraising activities associated with my participation, including, but not limited to, personal injury, death or property damage suffered by me or others, whether such losses, liabilities, or claims be caused by falls, contact with and/or the actions of other participants, contact with fixed or non-fixed objects, contact with animals, conditions of the Event premises, negligence or carelessness of the releasees, risks not known to me or not reasonably foreseeable at this time, or otherwise. This Waiver and Release of Liability extends to claims and facts unknown and unsuspected to exist at the time of executing this Waiver and Release of Liability. All rights under Section 1542 of the California Civil Code are hereby expressly waived with respect to any of the claims, injuries, or damages described in this Waiver and Release of Liability. Section 1542 of the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I certify that I am physically fit and capable of volunteering for the Event. I acknowledge that I alone am solely responsible for my health and safety and the personal property I bring with me during my participation. In the event of injury, accident or illness during my participation, I consent to receive, and authorize event organizers, officials, volunteers, participants and spectators to use their discretion to administer medical care and/or treatment. I will abide by all rules and policies of Salk and instructions of the organizers of the Event, and I certify that all information provided in this form is true, correct and complete.

IMAGE RELEASE: I understand and agree that my name, picture, voice, or likeness, and information related to my participation in the Event, whether the foregoing is captured by photograph, videotape, audiotape or any other recording, (collectively “image”) may be used by Salk. I hereby grant to Salk and its successors, licensees and assigns (the “grantees”) the irrevocable, perpetual and worldwide right to (i) use my image in promotional materials or for any other legitimate purpose, (ii) create composite or computer-manipulated materials from my image, (iii) use, reproduce, publish, exhibit, distribute, and transmit my image in any media, including but not limited to print material, television, film, internet, DVD, and CD-ROM, and (iv) assign or license the above rights to third parties. I waive the right to inspect or approve my image or materials that incorporate my image and I understand that I will receive no compensation in connection with the use of my image. I hereby release the grantees from any liability, damages, or claims resulting from the use of my image, including, but not limited to, claims for libel, invasion of privacy, or based on my right of publicity. I understand and agree that the terms of this paragraph are binding on my releasors, assigns, and legal representatives.

I have carefully read this Waiver and Release of Liability and Image Release and I fully understand and agree to its provisions. In the event any provision of this Waiver and Release of Liability and Image Release is deemed unenforceable by law, (i) Salk shall have the right to modify such provision to the extent necessary to be deemed enforceable; and (ii) all other provisions hereof shall remain in full force and effect. I understand that Salk is relying upon the representations made herein as a condition of my participation in the Event. I am aware that by signing this Waiver and Release of Liability and Image Release, I am waiving substantial legal rights, and knowing this, I sign it of my own free will, without any inducement, assurance or guarantee being made to me, and I intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Printed Name of Participant: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_