

THE UCLA FAMILY COMMONS

Waiver of Liability, Assumption of the Risk, Indemnity Agreement
and Agreement to Terms and Conditions

Parent/Guardian Name _____ (please print)

Child's Name _____ Age _____ (please print)

Child's Name _____ Age _____ (please print)

WAIVER: In consideration of being permitted to participate in any way in all activities and classes at the UCLA Family commons, hereinafter called "The Activity", I, 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, participation The Activity.

Signature (of Parent/Guardian if minor)

Date

ASSUMPTION OF RISKS: Participation in The Activity carries with in certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to (3) catastrophic injuries including paralysis and death.

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

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNITY 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 Activity and to reimburse them for any such expenses incurred.

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.

PHOTO RELEASE: I hereby give my consent for THE UCLA FAMILY COMMONS to use mine and my child's photograph and likeness to be used in its promotional materials. I release them from any expectation of confidentiality for minor children and myself and attest that I am the parent or legal guardian of the children listed above.

MARTIAL ARTS POLICY: Your credit card on file will be automatically charged the monthly tuition fee. You may notify us in writing at any time to cancel or place your membership on hold. We do not offer refunds for Martial Arts, however you may make up any missed classes.

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 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.

Signature (of Parent/Guardian if minor)

Date

THE UCLA FAMILY COMMONS - FAMILY COACHING PROGRAM

DISCLAIMER – WAIVER OF LIABILITY

ACKNOWLEDGMENT: By signing below, I, _____, expressly acknowledge and agree to all of the following:

GOALS OF FAMILY COACHING: Family Coaching Sessions are meetings between individuals and/or families and a UCLA Coach. The Family Coaching Sessions are designed to assist participating individuals and families in reaching their stated goals in a family-oriented environment. The Family Coaching Sessions provide participants with information that will enable them to learn and develop skills in areas such as parenting, behavior management, and effective communication.

FAMILY COACHING IS NOT MEDICAL CARE OR THERAPY: The Program specifically does not offer medical care or psychological counseling or any other form of mental health services. While certain of the Coaches are also licensed by the State of California to provide certain clinical care, the Coaching services are NOT clinical services and do not constitute therapy or psychological counseling. None of the Family Coaching Sessions are intended to treat, nor are they a substitute for treatment of, any medical or mental health conditions.

USE OF SKYPE: Coaching Sessions are available in person at The UCLA Family Commons in Santa Monica, California, as well as via “Skype.” By signing below, I understand and agree that if I utilize Skype for Family Coaching Sessions, I understand and agree that UCLA has no control over Skype, which is a third party provider of telecommunication technology. The UCLA Family Commons does not have operational control over either the services offered by Skype or the computers used by me to access Skype, and thus cannot guarantee the security of Family Coaching Sessions conducted via Skype. I acknowledge below my understanding that the election to participate in Family Coaching Sessions via Skype carries an unquantifiable risk of potential security breaches by unknown third parties. It is my sole obligation to undertake prudent precautions to ensure that my conversations with the UCLA Coach on Skype are kept confidential and that appropriate safeguards are implemented by me to prevent further disclosure of my Family Coaching Sessions (for example, that I ensure I am in a private area, and that there is no recording of my coaching sessions).

WAIVER OF LIABILITY: I hereby hold harmless and release, waive, discharge and covenant not to sue The Regents of the University of California, its officers, employees, and agents, including The UCLA Family Commons and any Coach, from liability from any and all claims resulting in injury, loss or damage associated with my participation in the Program. I further expressly agree that the foregoing waiver is intended to be as broad and inclusive as is permitted by the law of the State of California.

INDEMNIFICATION AND HOLD HARMLESS: I agree to indemnify and hold The Regents of the University of California (“The Regents”) harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys’ fees brought as a result of my involvement in the Family Coaching Sessions (collectively referred to herein as the “Expenses”).

SEVERABILITY: Participant agrees that if any portion of this Disclaimer and Waiver of Liability is held invalid, the remaining portions shall, notwithstanding, continue in full legal force and effect.

NAME OF PARTICIPANT: _____

SIGNATURE OF PARTICIPANT: _____

DATE: _____

PARTICIPATION OF MINORS: If you are signing as the legal guardian of participating minors, please identify the names of participating minors and your legal relationship to them:

Names of minors: _____

Legal relationship: _____