

THE STATE BAR OF CALIFORNIA
Litigation Section

Please sign and fax back to 801-278-3642

A Week in Legal London, May 7-12, 2017

As consideration for being permitted to engage in The State Bar of California 2017 Litigation Section "A Week in Legal London" from May 7-12, 2017 (hereinafter "Program"), I, the undersigned, hereby voluntarily and of my own free will agree as follows:

1. Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: I, _____, release, acquit and forever discharge The State Bar of California ("State Bar"), its Board of Trustees, officers, sections, committees, agents, employees, representatives, volunteers, contractors, subcontractors, assignees, as same may be constituted from time to time hereafter **FROM ANY AND ALL LIABILITY WHATSOEVER**, including but not limited to all claims, demands, obligations, liabilities, breaches of contract, breaches of duty, acts, omissions, misfeasance or malfeasance, cause or causes of action and otherwise of every type, nature, kind, or description whatsoever, whether heretofore or now existing or which could, might be, or may be claimed to exist, all as if expressly set forth and described herein, whether known or unknown, arising from or in connection with the Program, or any travel or accommodations made incident thereto and **FOREVER WAIVE AND FULLY RELINQUISH ANY RIGHT TO SUE OR ANY OTHER CLAIMS OR DEMANDS** that I may have against the State Bar, arising out of or in conjunction with my participation in, or travel to or from the Program. I agree to such waiver and release, whether any right or claim hereby relinquished arises due to the negligence or other fault of the State Bar and/or any third party, whether due to dangerous or defective condition of any property, facilities, or equipment, or whether the State Bar is subject to liability arising without fault. I understand and agree that this release extends to and includes any and all damages, injuries and claims which I do not anticipate or know about and I hereby expressly waive and relinquish any and all rights under any law or statute to the contrary.

This release is governed by the laws of the State of California; and I hereby expressly waive the provisions of Section 1542 of the Civil Code of the State of California which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Assumption of Risk: Participation in the Program carries with it 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 inherently subject me to risk of serious bodily injury or death. **I HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ANY AND ALL RISKS OF BODILY INJURY, PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE OR LOSS WHICH MAY OCCUR DURING OR AS A RESULT OF MY PARTICIPATION IN THE PROGRAM, OR MY TRAVEL TO OR FROM THE PROGRAM, WHEREVER OR HOWEVER SAID INJURY, DAMAGE, OR LOSS MAY OCCUR, EVEN THOUGH AT THIS TIME I DO NOT**

KNOW EXACTLY HOW EXTENSIVE ANY INJURY, LOSS OR DAMAGE MIGHT BE. I make this full and complete assumption of risk, regardless of whether all risks of loss are specifically enumerated herein, or are otherwise disclosed or known to me.

Indemnification and Hold Harmless: I further agree to protect, defend, indemnify and hold harmless the State Bar, its Board of Trustees, officers, sections, committees, agents, employees, representatives, volunteers, contractors, subcontractors, assignees from any and all liabilities, losses, demands, damages, claims, costs or expenses in any way rising from or in connection with the Program or any travel or accommodations made incident hereto. I further agree to reimburse the State Bar for any and all costs and expenses incurred (including attorneys' fees, costs and expenses) in connection with enforcing this indemnity provision.

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 laws 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.

By: _____ (Name printed) _____ (Signature)
Date: _____

2. Permission for Use of Name, Image and Statements _____ (initial)

I hereby authorize the State Bar, its employees, contractors, subcontractors, and agents to take and use visual/audio images of me in connection with my participation at the Program. Visual/audio images are any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions.

I further grant to the State Bar the absolute and irrevocable right and unrestricted permission to use my name, likeness, identity, image, voice, oral or recorded statements and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of the State Bar, its employees and agents. I agree that the State Bar has complete ownership of such material, all rights related to them, and can use said material for any purpose. These uses include, but are not limited to, videos, publications, advertisements, news releases, Web sites, and any promotional or educational materials in any medium. There is no time limit on this release nor is there any geographic limitation on where these materials may be distributed.

I understand that my visual/audio image may be edited, copied, exhibited, published, or distributed and I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them. I acknowledge that I will not receive any royalties or other compensation for the use of such images, video, likeness, etc.

I release and discharge the its Board of Trustees, officers, sections, committees, agents, employees, representatives, volunteers, contractors, subcontractors, assignees from any and all claims, demands,

damages or liability arising out of or in connection with the use of my name, likeness, identity, image, voice, oral or recorded statements and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

Acknowledgment of Understanding: I have read both (1) the waiver of liability, assumption of risk, and indemnification and hold harmless agreement, and (2) permission to use my name and image, and fully understand the terms. **I 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. This agreement is being made and entered into under the laws of the State of California and shall be governed and interpreted in accordance with the laws of said state. No modification of this agreement shall be of any effect unless it is made in writing and signed by all of the parties to the agreement. This release shall be binding upon me, my heirs, successors, executors, administrators, representatives and/or assignees.

I am an adult, 18 years or older, and I have read and understand this agreement and I freely and knowingly give my consent to the State Bar of California as described herein.

By: _____
(Name printed) (Signature)

Date: _____