



# LLESA PROGRAM

## Waiver Release and Indemnity Agreement

*Do not alter this document except to add all requested information.*

### 1. Voluntary Participation

I, \_\_\_\_\_ (participant name), acknowledge that I voluntarily participate in LLESA's activities and events, including the program for which I have registered or may register in the future (the "Program"). I am participating in this Program on non-work time, and am aware that Livermore Laboratory Employee Services Association, Inc., Laboratory Family Services, Inc., Lawrence Livermore National Security, LLC, U.S. National Nuclear Security Administration, and U.S. Department of Energy (hereinafter referred to as "LLESA") do not provide accident, medical, workers' compensation, or other insurance to anyone participating in this Program.

### 2. Assumption of Risk

I am aware of the potential known risks, dangers, and hazards inherent and incidental to engaging in this Program, which may include but is not limited to bone and skeletal tissue damage, blood pressure and heart function abnormality, cardiac arrest, or even death. Furthermore, there may be risks, dangers, and hazards that are not known to me or not reasonably foreseeable. I expressly assume all risks, dangers, and hazards that may occur in connection with my participation in this Program.

I understand LLESA does not render a medical diagnosis of my physical condition or ability to participate in this Program, and that it is my responsibility to contact my personal physician to determine the suitability of my participation.

I understand that only activities and events located on LLESA's premises are sponsored by LLESA. If I choose to participate in any offsite activity or event, I understand it is not affiliated in any way with this Program.

### 3. Release

I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of LLESA or any of its agents, officers, directors, employees, contractors, or subcontractors for any personal injury, property damage, wrongful death, or other loss resulting from the negligence of any agent, officer, director, employee, contractor, or subcontractor of LLESA arising out of or related to my participation in this Program.

I hereby release LLESA and its agents, officers, directors, employees, contractors, or subcontractors from all actions, claims, causes of action, or demands, known or unknown, fixed or contingent, that I, my assignees, heirs, distributees, guardians and legal representatives now have or may hereafter have for personal injury, property damage, wrongful death, or other loss arising out of or related to my participation in this Program. It is my intention to exempt and relieve LLESA, its agents, officers, directors, employees, contractors, and subcontractors from liability for personal injury, property damage, wrongful death, or other loss resulting from such party's actions, inactions, or otherwise.

### 4. Use of Photos

I understand I may be videotaped or photographed during my participation in this Program, and agree to allow my image to be published in informational and promotional materials.

*(over)*

**INITIAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## 5. Indemnity

I agree that in the event any claim or cause of action for personal injury, property damage, wrongful death, or other loss is filed or prosecuted against LLESA, its agents, officers, directors, employees, contractors, or subcontractors, I, my assignees, heirs, distributees, guardians, and legal representatives shall indemnify and hold LLESA, its agents, officers, directors, employees, contractors, or subcontractors harmless from any and all claims or causes of action by whomever or however made or presented.

## 6. Miscellaneous

I consent to medical care and transportation to obtain treatment in the event of injury as a result of my participation in this Program. I agree that I am fully responsible for treatment provided to me and I agree to pay all costs associated with such medical care and transportation.

This Release shall be governed by and interpreted under the laws of California, without regard to conflict of laws provisions. If any provision of this Release is held to be invalid or unenforceable, in whole or in part, such provision shall be amended to conform to the requirements of law so as to be valid and enforceable. The remaining provisions shall not be affected and shall remain in full force and effect.

## 7. Knowing and Voluntary Acceptance

I have carefully read this Release and fully understand its contents. I am aware of the consequences of signing this Release, which includes an assumption of risk, release of liability, indemnification, and surrender of certain legal rights. By signing below, I voluntarily agree to be bound by and comply with all of the terms and conditions of this Release.

Executed at Livermore, California, on \_\_\_\_\_, 20\_\_\_\_\_

Signature of Participant \_\_\_\_\_

Please Print Name \_\_\_\_\_ L-Code or Mail Stop \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Phone # \_\_\_\_\_ Employee ID# \_\_\_\_\_

Sign me up to receive emails about LLESA promotions & events! YES \_\_\_\_\_ NO \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

*Ex: New Staff Orientation, Newslite, llesa.com, Co-worker - If you were referred by an employee, please provide their full name*

### Monitor/Instructor Use Only

FIRST TIME FREE:

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ CLASS: \_\_\_\_\_

NOTES: \_\_\_\_\_