## <u>Waiver of Liability for Participation in Association of American Law</u> <u>Schools Off-Site Field Trip</u>

## I, \_\_\_\_\_, ("<u>Participant</u>"), hereby agree as follows:

1. **Participant's Activities**. Participant understands that participating in an off-site field trip during the 2025 Annual Meeting of the Association of American Law Schools ("AALS") may include physical activities that are potentially hazardous to the Participant, including but not limited to the following: travel to and from the event sites; consumption of food available or provided; the use of the event site premises and facilities or any equipment therein or thereon, and participation in other programs and activities.

2. **Release and Waiver**. Participant, on behalf of Participant and Participant's guests, heirs, executors, administrators, and assigns, does hereby release and forever discharge and hold harmless the AALS, including but not limited to its officers, executive committee members, employees, agents, representatives and all others associated with AALS from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from Participant's off-site field trip activities with AALS, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct by AALS or its employees, agents, or representatives of any kind. Participant does hereby release and forever discharge AALS from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's off-site field trip activities with AALS.

PARTICIPANT UNDERSTANDS THAT THIS RELEASE DISCHARGES AALS AND EACH OF ITS AFFILIATES FROM ANY LIABILITY OR CLAIM THAT THE VOLUNTEER MAY HAVE AGAINST AALS WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM PARTICIPANT'S ACTIVITIES WITH AALS, EXCEPT FOR INJURIES INTENTIONALLY OR WILLFULLY INFLICTED BY AALS OR ITS EMPLOYEES OR FOR RECKLESS OR GROSSLY NEGLIGENT CONDUCT. PARTICIPANT ALSO UNDERSTANDS THAT AALS DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE IN THE EVENT OF INJURY OR ILLNESS.

3. **Assumption of the Risk**. The Participant understands that the off-site field trip activities may be hazardous to the Participant. Participant agrees to follow any instructions given or rules established by AALS or its employees or agents with regard to participation in any off-site activities organized by AALS. Participant hereby expressly and specifically assumes the risk of injury or harm for all off-site field trip activities.

4. **Insurance**. The Participant understands that, except as otherwise agreed to by AALS in writing, AALS does not carry or maintain health, medical, or disability insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own medical, health, or disability insurance coverage.

5. **Other**. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Participant also agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. Participant acknowledges that it is Participant's expressed intent that this agreement shall bind the members of Participant's family and spouse, if Participant is alive, and Participant's heirs, assigns and personal representative(s), if Participant is deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and COVENANT NOT TO SUE the above named RELEASEES.

IN SIGNING THIS RELEASE, PARTICIPANT ACKNOWLEDGES AND REPRESENTS THAT PARTICIPANT HAS READ THE FORGOING, UNDERSTANDS IT AND SIGNS IT VOLUNTARILY AS PARTICIPANT OWN FREE ACT AND DEED; NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENTS HAVE BEEN MADE; AND VOLUNTEER EXECUTES THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Participant's Signature

Participant's Printed Name

Date