

Participant's name: _____

Please Print

UNIVERSITY OF CALIFORNIA, San Francisco

Name of Activity: Organ Donor Runs

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in the pick up and delivery of harvested organs for transplantation during which:

- Participant will accompany physician/representatives of the California Transplant Donor Network;
- Participant will observe recovery and packaging of organs and deliver them to recipient site;
- Participant will not provide clinical care or services.

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** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity. Furthermore, I acknowledge that The Activity is not overseen or managed by The Regents of the University of California and that The Activity will be under the direction and control of the California Transplant Donor Network.

Signature of Parent/Guardian of Minor Date

Signature of Participant Date

Assumption of Risks: Participation in The Activity 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 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. The risks may include:

- Participation in trips whose duration will be on average approximately 8 hours and which may experience delays due to bad weather flying conditions which may extend duration.
- Using ground transportation and air flights to hospitals usually within a 1,000 mile radius, but could be more at times.
- Cramped quarters and stressful situations involving need for rapid decisions regarding critically ill patients.

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 that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY 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.

Acknowledgment 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.

Participant's Age (if minor) _____

Signature of Parent/Guardian of Minor Date

Signature of Participant Date

Vol Waiver 7/01

Please return this completed/signed and dated form to Vikki Mascardo prior to participation on donor runs.

Email: Vikki.Mascardo@ucsf.edu

Fax #: 415-353-8974

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