

# USC Catalina Hyperbaric Chamber Waiver, Release, and Indemnity Agreement

The undersigned, \_\_\_\_\_, ("Participant"), has applied for and voluntarily elected to participate in a hyperbaric chamber dive at the USC Catalina Hyperbaric Chamber, located at the University of Southern California – Wrigley Institute for Environmental Studies (the "Activity"). Participant understands that during the course of such Activity, he/she will be subjected to surrounding pressure several times greater than normal and will experience both compression and decompression. Participant understands that engaging in the Activity has inherent risks, including but not limited to the risks of decompression sickness and air embolism.

For and in consideration of the Participant being permitted to participate in the Activity, Participant, his/her spouse (if any), assignees, heirs, parents, guardians, and legal representatives hereby voluntarily indemnify, release from liability, agree to defend and hold harmless the University of Southern California ("USC") and its officers, trustees, employees, faculty, staff, students, agents, representatives, and any department, organization or group affiliated therewith (collectively "the USC Releasees") for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by Participant arising or resulting directly or indirectly from Participant's participation in the Activity, including but not limited to claims arising from or related to USC's negligence, if any. In the event that Participant is injured, Participant agrees to assume any financial obligation, either through Participant's health insurance, or through some other means, for any medical costs which Participant incurs. The USC Releasees assume no responsibility for any medical expenses, injury, or damage suffered by Participant in connection with the Activity.

IT IS THE INTENTION OF PARTICIPANT BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON HIMSELF, TO THE EXCLUSION OF THE USC RELEASEES, AND TO EXEMPT AND RELIEVE THE USC RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

By signing this release, Participant waives his/her right to bring any legal action now or at any time in the future to recover compensation or obtain any other remedy for any injury to him/her or his/her property or for his/her death, however caused, arising out his/her participation in the Activity. Participant further agrees that Participant, his/her spouse (if any), assignees, heirs, parents, guardians, and legal representatives will not make any claim against, sue or attach the property of the USC Releasees for any loss or damage resulting from Participant's participation in the Activity. Participant is aware of the potential dangers incidental to engaging in the Activity, that this is a release of liability, a waiver of the Participant's legal right to collect damages in the event of injury, death or property damage, and a contract between Participant and the USC Releasees, and Participant signs it of his/her own free will.

Participant expressly agrees that this release is intended to be as broad and inclusive as the State of California will allow and that if any portion is held invalid, agrees that the balance shall, notwithstanding, continue in full force and effect.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Participant: \_\_\_\_\_

Participant's Student Identification Number: \_\_\_\_\_

Signature of Parent/Guardian (If under the age of 18): \_\_\_\_\_

Print Name of Parent/Guardian (If under the age of 18): \_\_\_\_\_