



Division of Risk Management and Insurance Services

Vendor (Independent Contractor) Name: _____

Please Print

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of part of the insurance requirements being waived, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge from liability, and covenant not to sue, Los Angeles Unified School District (LAUSD), its officers, employees, and agents for liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from this activity, but not limited to, services or products provided.

Activity or services provided: _____.

Signature

Date

Assumption of Risks: Engaging in the above activities/services carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents, mistakes, errors or omissions. The specific risks vary from one activity to another, but range from physical injuries such as from slips and falls to personal property damage or loss to include minor auto accidents or other unforeseen accidents.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in this activity/event. I hereby assert that I do not currently maintain

Business Automobile Liability (Check one or both boxes)

Worker's Compensation

coverage for these risks, whether first party or third party, and that I knowingly assume all such risks as a part of the consideration for this activity and I understand I will not be covered by any of LAUSD's liability insurance coverage, whether self-insurance or commercial coverage.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the LAUSD HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of participation in this event, activity or services and to reimburse LAUSD for any such expenses incurred by the District.

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 continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement. I fully understand its terms and 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.

Signature

Date