

RISK MANAGEMENT DEPARTMENT



Vendor (Contractor), Licensee Name (Please Print): _____

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of the insurance requirement being waived, I, we, my organization, my company, myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge from liability, and covenant not to sue the Board of Education of the City of Los Angeles or the Los Angeles Unified School District (LAUSD, its officers, employees, and agents for liability from any and all claims resulting in any injury, accidents or illness, 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 property damage or loss to include 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, my company, do not currently maintain

- Commercial Automobile Liability** (Should I acquire any company vehicles in the future, I will notify the LAUSD and provide a certificate of insurance covering the owned, non-owned, hired or leased vehicles)
- Workmen's Compensation Coverage** (Should I become subject to Workers Compensation Laws of California during the term of the agreement, I will notify the LAUSD and will comply with those laws immediately)

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

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Board of Education of the City of Los Angeles and 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 LAUSD.

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.

Acknowledgement of Understanding: I have read the Waiver of Liability, Assumption of Risk, and Indemnity Agreement. I fully understand its terms and I understand 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