**WAIVER OF LIABLITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**Waiver:** In consideration of being a visitor and/or guest in the dental clinics and/or clinical laboratories located in the UCLA School of Dentistry (hereinafter “Activity”), I, for myself, my heirs, agents, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, representatives and agents (collectively, “The Regents”) and the UCLA School of Dentistry, its officers, employees, representative and agents (collectively, the “School”) from liability **from any and all claims, including the negligence of The Regents and the School,** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to the Activity.

**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 include, but are not limited to, (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; and (3) catastrophic injuries including paralysis and death.

**I have read, understand and initialed** the Potential Hazards in Dental Clinical Areas Information Sheet, attached hereto, describing the potential risks and dangers associated with visitors/guests, and the Rules for Guests Working in Dental Clinical and Clinical Laboratories. I fully understand that there are potential risks and hazards associated with exposure to radiological, hazardous and bio-hazardous materials or substances.

**I have read the foregoing paragraphs and I know, understand, and appreciate** these and other risks that are inherent in the Activity. I hereby assert that my participation in the Activity is voluntary and I freely accept and assume all associated risks and hazards. **I expressly agree and understand** that I may suffer injury, illness, or even death from my participation in the Activity. **I also agree and understand** that my visit and/or guest status may be suspended at any time, at the discretion of the School if my safety and/or the safety of other persons become a concern.

**Indemnification and Hold Harmless:** I hereby agree to **indemnify and hold harmless** The Regents and the School from any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I may have for any loss, illness, personal injury, death, or property damage arising out of, connected with, or in any manner pertaining to the Activity, whether caused by the negligence of The Regents or the School or otherwise. **I further hereby agree to defend, indemnify and hold harmless** The Regents and the School from any judgment, settlement, loss, liability, damage, or costs, including court costs and attorney fees that The Regent and the School may incur.

**Acknowledgment of Understanding:** In signing this waiver of liability, assumption of risk, and indemnity agreement, I acknowledge and represent that I have read and understand it and that I sign it freely and voluntarily and for full and adequate consideration, fully intending to be bound by the same. I further acknowledge and represent that **I understand that I am giving up substantial rights, including my right to sue**. I expressly agree and understand that this waiver of liability, assumption of risk, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of California, by which it shall be governed and interpreted.

**Severability:** I expressly agree that in the event that any clause or provision in this waiver of liability, assumption of risk, and indemnity agreement 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 agreement, which shall continue to be enforceable.

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**AREA(S) VISITING DATE(S) OF VISIT**

**DATED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**SIGNATURE OF VISITOR/GUEST PRINTED NAME OF VISITOR/GUEST**

**POTENTIAL HAZARDS IN DENTAL CLINICS AND CLINICAL LABORATORIES**

**INFORMATION SHEET**

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **Definition & Hazards** | | **Examples** |
| **Chemicals** | **Refined compound that could be in the form of a solid, liquid or gas. These may or may not be hazardous. Some compounds may be numerous hazard classifications (e.g., flammable, toxin & carcinogen).** | |  | | --- | | **Carcinogens: may cause some sort of cancer with long term exposure- usually many years in the future** | | **Teratogens: may cause birth defects in the developing fetus** | | **Reproductive toxins: may affect the reproductive system of males & females** | | **Neurotoxins: may affect the nervous system** | | **Flammables: may burn or explode** | | **Reactives: may react explosively** | | **Corrosives: may cause tissue damage with contact through inhalation, eye, skin, etc.** | | **Toxins: may cause illness or death on exposure** | | |  | | --- | | **Benzene** | | **Alcohol, thalidomide** | | **Toluene, Xylene, Ethidium bromide** | | **Ethidium bromide, Snake venom** | | **Acetone, Xylene, Alcohol** | | **Peroxides, Acrylamide** | | **Acids & Bases** | | **Cyanide** | |
| **Compressed Gases** | **High-pressure cylinders that hold gases. These are usually large & heavy. Gas may be harmless, toxic, corrosive, and/or flammable** | |  | | --- | | **Explosion hazard if they rupture** | | **Asphyxiant hazard if they vent the gas to the workplace & it displaces oxygen** | | |  | | --- | | **Hydrogen, Oxygen** | | **Nitrogen, Helium, any other Non-Oxygen Gas** | |
| **Radiation/ Radioactive Materials** | **High energy particles (alpha & beta) or photon (X-rays, gamma)** | **Tissue & organ damage with high doses** | **Uranium, Phosphorus 32, Sodium35, X-rays** |
| **Physical Hazards** | **Hazards from noise, machinery, heat, cold, etc.** | **Tissue damage, hearing loss** | |  | | --- | | **Scrapes, Cuts** | | **Cold: liquid nitrogen, dry ice** | | **Heat: burners** | |
| **Lasers** | **Intense, highly directional beam of light** | **Eye damage and possible skin damage** | **Class IIIB and IV, and Open Beam Laser Operation** |
| **Biological Agents** | **Living organisms or products of living organisms such as viruses, bacteria, fungi, prions & parasites. Hazards from infection with these agents are organism-dependent & can range from mild & treatable to severe & untreatable. Classification of hazards in four groups called biological safety levels with level 1 as the least hazardous & level 4 as the most hazardous.** | |  | | --- | | **Level 1- Minimum hazard** | | **Level 2- Mild to severe illnesses** | | **Level 3- Severe illnesses & possible death** | | **Level 4- Fatal disease** | | |  | | --- | | **Baker’s Yeast & E. coli K12** | | **Influenza, Polio & Salmonella** | | **Tuberculosis & AIDS** | | **Hemorrhagic fever** | |
| **Recombinant DNA** | **Genetically modified organisms with variations in genes within the organism.** | **Often unknown consequences once introduced to the human body.** | **Viral vectors like Adeno & Adeno-associated viruses used to transfect or express genes** |
| **Toxins- Microbial, Plant, Animal** | **Poisons produced by plants, living organisms or animals.** | **Tissue & organ damage or death** | **Plant: Ricin**  **Animal: Fish & Snake venom**  **Microbial: Staph, Tetanus** |

**Visitor/Guest Initials \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**