

UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA)
VOLUNTEER ELECTION OF WORKERS' COMPENSATION COVERAGE

(For use for persons not employed by UCLA who are providing volunteer services for UCLA benefit)

(Please print or type)

NAME OF VOLUNTEER: _____ SOCIAL SECURITY NO.: _____-_____-

DATE OF BIRTH: _____ SEX: M F HOME PHONE: () _____ ADDRESS: _____
HOME

UCLA SPONSORED PROGRAM/EVENT/ACTIVITY IN WHICH SERVICE WILL BE PROVIDED: _____

UCLA DEPARTMENT FOR WHICH VOLUNTEER SERVICES WILL BE PROVIDED: _____

NAME OF UCLA EMPLOYEE SUPERVISING VOLUNTEER: _____ SUPERVISOR'S PHONE _____

Starting Date of Volunteer Service: _____ Ending Date of Volunteer Service: _____

ELECTION OF WORKERS' COMPENSATION REMEDY: As a condition of my participation in UCLA volunteer service and in consideration for my use of UCLA facilities and equipment, I, the above named volunteer, hereby understand and agree that in the event I am injured or contract an illness or disease either during my UCLA volunteer service, or subsequent thereto as a result of such service, that I am hereby electing to be covered under the University of California's Self Insured Workers' Compensation Program as a volunteer for the University of California, Los Angeles Campus, UCLA, and that the benefits provided by the Labor Code of the State of California shall be **MY SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL SUCH INJURIES, ILLNESSES OR DISEASES.** This election of remedy shall be binding on me, my heirs, personal representatives, and assigns.

WAIVER, RELEASE & INDEMNIFICATION: In consideration of my use of UCLA facilities and of equipment and of my coverage under the University's Self Insured Worker's Compensation Program, I, the above named Volunteer, hereby for myself, my heirs, personal representatives, insurers and assigns **do hereby voluntarily waive, release, discharge, and covenant not to sue The Regents of the University of California (Regents), its officers, agents, volunteers and employees** (herein referred to as University) for any and all actions, claims, or causes of action for bodily injury, personal injury, property damage, or wrongful death occurring or arising out of the course and scope of my volunteer service, whether the same shall arise by contract, the negligence of the University, or otherwise. **IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE THE UNIVERSITY FROM ANY AND ALL LIABILITY TO ME, MY HEIRS, PERSONAL REPRESENTATIVES, INSURERS OR ASSIGNS FOR BODILY INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH CAUSED BY NEGLIGENCE, INCLUDING THE NEGLIGENCE OF THE UNIVERSITY to the fullest extent permitted by law.**

I, the above named Volunteer, for myself, my heirs, personal representatives, insurers and assigns do hereby agree, that in the event any claim, action, or lawsuit for bodily injury, property damage, or wrongful death arising out of my volunteer services shall be prosecuted against the University, to defend, indemnify and hold the University harmless from and against any and all such claims, actions, or lawsuits by whomever or wherever made or presented, including, but not limited to, attorney's fees, expenses and court costs, except for such claims, actions or lawsuits as result from the willful misconduct of employees of the Regents.

I, the above named Volunteer, hereby expressly waive all rights under Section 1542 of the *Civil Code of California* which states that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

SEVERABILITY: If any portion of this Election of Workers' Compensation Remedy, Waiver, Release and/or indemnification is held invalid, it is agreed that the balance shall continue if full legal force and effect.

REPORTING OF INJURIES/ILLNESSES AND MEDICAL TREATMENT: I hereby agree to report all injuries or illnesses received in the scope of UCLA volunteer service to the UCLA department for which I am providing volunteer service and to the Office of Risk and Insurance Management (310) 794-6948, FAX (310) 794-6957, 10920 Wilshire Blvd, Suite 860 Los Angeles, CA 90024 immediately. Volunteers injured on the UCLA Campus are **ONLY** authorized to be treated at the UCLA Occupational Health Facility.

I, the above named volunteer, have read and understand the above "Election of Workers' Comp. remedy," the "Waiver, Release and Indemnification," and the waiver of Civil Code Section 1542 rights, and agree to all of them.

Signature of Volunteer: _____ Date: _____

Signature of Parent/Legal Guardian (if Volunteer is a minor): _____ Date: _____

Signature of University Supervisor: _____ Date: _____

Original: Volunteer's Department - Retain for 18 months following termination of volunteer services - 3 Copies (1) Volunteer, (2) Department in which volunteer services are provided, (3) Office of Insurance and Risk Management
RLJ: Rev 01/04 - WC Election