

CABRILLO COLLEGE

Field Trip / Excursion Release Assumption of Risk, Waiver of Liability and Indemnification Agreement

PLEASE READ CAREFULLY, **COMPLETE AND RETURN PAGE 3
TO THE SUPERVISOR FOR THIS EVENT, KEEP PAGE 1 AND 2**

1. I, the undersigned, am either the Participant (age 18 or older) or the parent and/or legal guardian ("Guardian/Parent") of the minor Participant named *on page 3*.
2. I will participate or authorize the Participant to participate in the field trip or excursion described *on page 3*. I understand that my participation, or the participation of the minor for which I am the parent or legal guardian, in the field trip or excursion can include foreseeable and unforeseeable risks and hazardous activities inherent in the field trip or excursion which may expose the participant to illness, injury, death or property damage, whether by accident or negligent/intentional misconduct of a third person. Participant or Guardian/Parent freely and voluntarily participates or allows participation in the field trip or excursion with the knowledge of the danger involved and hereby agrees to expressly assume and accept any and all risk of illness, injury, death or property damage.
3. I understand and acknowledge that Cabrillo Community College District is not an insurer of Participant's or any other party's behavior, actions or participation in the field trip or excursion and that Cabrillo Community College District and Pájaro Valley Unified School District and its Transportation Department assume no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of the participation in the field trip or excursion.
4. As stated in California Code of Regulations, Title 5, Section 55220, Excursions and Field Trips (h) "All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip excursion", **I hereby waive, release, discharge, indemnify and hold harmless the State of California, the District and its Board of Trustees, officers, employees, agents and representatives (herein collectively referred to as the "District") from any and all liability arising out of, or in connection with participation in the above described activity(ies), including travel, and INCLUDING LIABILITY ARISING FROM THE DISTRICT'S NEGLIGENCE.** For the purposes of this Agreement, "liability" means any and all claims, demands, actions and causes of action whatsoever that Participant or Participant's heirs or personal representatives may have against the District because of accident, illness, injury or death that may be sustained by Participant during or by reason of the field trip or excursion, or for loss or damage to any property belonging to Participant occurring during or by reason of the field trip or excursion.
5. I certify that the Participant is in good physical health and does not have any medical conditions that would prevent participation in the field trip or excursion.
6. In the event of an accident or emergency, I hereby authorize a representative of the District to make such arrangements as he/she deems necessary for Participant to receive medical/hospital care, including necessary transportation. Under such circumstances, I further authorize any designated licensed physician to undertake such care and treatment of participant as he/she considers necessary, including any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment.

Assumption of Risk, Waiver of Liability and Indemnification Agreement (continued)

7. Participant or Guardian/Parent of Participant agrees that the site of any lawsuit arising out of or related to participation in the above activity(ies) shall be California and that this Agreement will be governed and construed in accordance with the laws of the state of California.
8. Participant shall pay any attorney's fees or costs incurred by the District in enforcing this Agreement.
9. If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall continue in full force and effect.
10. I fully understand that Participant is to abide by all rules and regulations governing conduct during the field trip or excursion as set forth in the following "Field Trip/Excursion Rules and Regulations". I understand that any violation of these rules and regulations may result in the Participant being sent home at the sole discretion of the District Instructor, Coach or Club Advisor, and at the sole expense of Participant and/or Parent/Guardian of Participant.

Field Trip / Excursion Rules and Regulations

Cabrillo College District organizes field trips or excursions for the purposes of educational, cultural, and social enrichment. Participants agree to abide by the following rules and regulations of the District and the laws of the state of California as outlined below:

1. No participant shall consume alcoholic beverages at any time during the field trip or excursion, regardless of age. This rule applies even if Participant is over 21 years of age. For overnight field trips or excursions, this rule applies during evenings and all periods of time prior to and after scheduled activity(ies).
2. The use of any illegal substance or drugs by Participant at any time during the field trip or excursion is strictly prohibited. If Participant intends to use any prescriptive drugs during the field trip or excursion, such prescriptive drugs must be listed on a sheet attached to this form.
3. Participant shall not intentionally damage or destroy any property belonging to the District or any third party during the field trip or excursion. Participant shall refrain from engaging in any activity that results in damages or destruction of any property belonging to the District or any third party. Any costs associated with damages to property caused by Participant, either intentionally or negligently, shall be the responsibility of Participant and/or Participant's Guardian/Parent.
4. Participant shall attend all agenda events, unless Participant has a valid excuse that is pre-approved by the District Instructor, Coach or Advisor for the field trip or excursion.
5. Participant shall comply with the Cabrillo College Code of Conduct as set forth in the Student Rights and Responsibilities Handbook and Cabrillo College Administrative Regulations (AR6110). Participant certifies that he/she has reviewed and understands the contents of the Student Rights and Responsibilities Handbook.

CABRILLO COLLEGE
Field Trip / Excursion Release
Assumption of Risk, Waiver of Liability and Indemnification Agreement

Participant (*print full name*): _____ Age: _____
** Parent or legal guardian's signature required below if under 18** (if under 18)

Description of Activity: _____

Location(s): _____ Date(s) of Activity: _____

Instructor, Coach or Advisor supervising event: _____

In the event of an emergency, please contact:

Name (*Please print neatly*)

Relationship

Day Phone

Evening Phone

Assumption of Risk, Waiver of Liability and Indemnification Agreement

I HAVE CAREFULLY READ THE TERMS OF THIS AGREEMENT, WAIVER AND RELEASE, AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS RELEASE OF LIABILITY IS A CONTRACT BETWEEN MYSELF AND THE DISTRICT. THIS RELEASE IS FREELY AND VOLUNTARILY GIVEN WITH THE UNDERSTANDING THAT THE RIGHTS TO LEGAL RECOURSE AGAINST THE DISTRICT ARE KNOWINGLY GIVEN UP IN RETURN FOR ALLOWING PARTICIPATION IN THE ACTIVITY DESCRIBED ABOVE.

Field Trip / Excursion Rules and Regulations

I understand that any violation of the rules and regulations *stated in this agreement* may result in Participant's immediate return to Participant's home at the expense of Participant and/or Participant's Parent/Guardian. I also understand that further disciplinary action may be imposed on the Participant by the appropriate authorities upon return to Cabrillo College, including but not limited to exclusion from future field trips or excursions, and in severe cases, suspension or expulsion from Cabrillo College. Referrals to the appropriate law enforcement agencies will also be made as appropriate.

I am signing this Agreement for myself as Participant. I acknowledge that I am at least eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives. **I am aware of and agree to comply with the course requirements, expectations and logistical details for this/these field trip(s)/excursion(s).**

Signature of Participant (*required by Cabrillo College District*) Phone No. _____ Date _____

If signing this Agreement on behalf of a minor Participant, check box to the left. I acknowledge that I am the Guardian/Parent of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Name of Legal Guardian and/or Parent of Participant (*Please print neatly*)

Signature of Legal Guardian and/or Parent of Participant Date _____