

SANTA BARBARA MIDDLE SCHOOL

Field Trip Waiver, Release and Indemnity Agreement

Recognizing that field trips and other experiences outside the classroom are an integral part of the Santa Barbara Middle School curriculum, we have scheduled the following activity. Please read this document carefully before signing. It contains important information and advises of certain risks. Students and their family are asked to acknowledge and assume risks and waive claims they might have in the event of injury or other loss. This document must be signed by the student and by at least one parent or legally appointed guardian.

6th Grade Trek

| | |
|---------------------|--|
| Student's Name: | |
| Grade: | |
| Date(s): | March 18-22, 2013 |
| Destination(s): | Santa Monica Mountain State Park, Ventura, Malibu, Santa Monica, Santa Barbara |
| Planned Activities: | 5 day trip with activities including, but not limited to, day hiking along mountain trails, crossing shallow creeks, setting up a base camp, cooking on small camp stoves, meeting around nightly campfires, visiting the Getty Villa, grocery shopping, and various educational lessons and games/activities. |
| Supervision by: | SBMS faculty and staff: CPR, First Aid and Water Safety trained |
| Transportation by: | Transportation with approved SBMS drivers via school/ parent vehicles |
| Other Requirements | See SBMS trip letter, the Trek website, and packing list |

Santa Barbara Middle School

Field Trip Permission, Waiver, Release and Indemnity Agreement

In consideration of the Student named below (the "Student") being permitted to participate in Santa Barbara Middle School's ("School") field trip to Santa Monica Mountain State Park (the "Field Trip"), the undersigned, parent(s) or legal guardian(s) of the Student, on behalf of my/our heirs, executors, administrators and assigns, and on behalf of the Student, hereby agree(s) to the following terms and conditions set forth below:

1. **Participation:** Permission is granted for the Student to participate in the Field Trip from March 18, 2013 through March 22, 2013 inclusive, with the understanding that the Student is not mandated to attend this Field Trip and that participation is not required for graduation or as part of any mandatory course work. I/We understand and acknowledge that certain risks are inherent in this type of excursion and I/we assume liability and responsibility for any such risks associated with participation in the Activity.

2. **Behavioral Expectations:** I/We understand and acknowledge that the Student is expected to abide by all School regulations during the course of the Field Trip. I/We agree that School has the right to terminate the Student's participation in the Field Trip for any behavior deemed detrimental to the School, the program or to the Student.

3. **Early Return of Student:** I/We understand and acknowledge that, if the Student violates any School regulation during the course of the Activity or participates in behavior that is deemed detrimental to the School, the program or the Student, the Student will immediately be sent home.

4. **Acknowledgment of Risks:** Field Trip activities may be dangerous and include risks that are inherent to the activities and cannot reasonably be avoided without changing the nature of the activity. Participation in the activities can cause personal injury, including emotional trauma and even death. The School cannot foresee every possible contingency or completely eliminate all risk. I/We have had opportunities to discuss the Field Trip with School, the Head of School or other School administrators.

5. **Assumption of Risks:** I/We acknowledge and expressly assume all risks and dangers associated with all Field Trip activities, regardless of whether described above, are known or unknown or are inherent or otherwise. I/We take full responsibility for any injury or loss, including death, which Student may suffer, arising in whole or in part from the enrollment and participation of the Student in the activities of the trip.

6. **Hold Harmless:** I/We acknowledge that, as a condition of the Student's participation in this Activity, I/we hold harmless and waive any and all claims against the School, its officers, directors, trustees, volunteers, employees, agents and assigns, including, but not limited to,

claims arising out of ordinary negligence of any officers, directors, trustees, volunteers, employees, agents and assigns of the School, or any loss or damage to personal property occurring during or by reason of the Student participating in this Field Trip.

7. Voluntary Release of All Claims: I/We voluntarily release, discharge, waive and relinquish all claims against the School, its officers, directors, trustees, volunteers, employees, agents and assigns arising out of or in any way related to the above described activities, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage or wrongful death occurring to the Student arising out of ordinary negligence during the course of the Field Trip. This release, discharge, waiver and relinquishment also pertains to any instruction or supervision related to the Field Trip on the part of the School, its officers, directors, trustees, volunteers, employees, agents and assigns.

8. Release from Third-Party Liability: I/We understand that the School is not an agent of, and has no responsibility for, any third party including without limitation any sponsor or program that may provide any services, equipment, training or activities associated with the above mentioned Activity.

9. Indemnification: The Student and his/her parent(s)/guardian(s) further agree to defend and indemnify the School, its officers, directors, trustees, volunteers, employees, agents and assigns for any action or claim commenced by parent(s)/guardian(s) or on behalf of parent(s)/guardian(s), or for any action commenced by the Student or on behalf of the Student, arising out of or in any way related to the above described Field Trip, including but not limited to a claim for bodily injury, personal injury, emotional distress, property damage and/or wrongful death arising out of ordinary negligence during the course of the Field Trip.

10. Pre-Existing Medical Condition of Student. I/We release School and its officers, directors, trustees, volunteers, employees, agents and assigns from all claims and liability for any illness, injury, loss of property and/or death resulting during or after the program from a pre-existing medical (physical, emotional and/or psychological) condition of the Student. I/We have read and completed fully confidential medical forms provided by School, which are attached. I/We accept full responsibility for omissions or errors on the medical information form. To the best of my/our knowledge, the Student has no medical (physical, emotional or psychological) conditions that would interfere with his/her ability to participate in the Field Trip or would otherwise endanger his/her health while participating in this program.

11. Medical Care: Any School officer, director, trustee, volunteer, employee, agent or assign is authorized to obtain immediate medical attention for Student. I/We consent to whatever examination, x-ray, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon or dentist and performed by or under the supervision of the medical staff of the hospital or facility furnishing medical or dental services.

12. Photo or Likeness of Students are School Property. I/We understand that photographs, video or likenesses of Student become the property of School who may use the photographs for publicity purposes such as in School publications, promotions or the School website.

13. Severability: If any provision of this Permission, Waiver, Release and Indemnity Agreement is held to be invalid or unenforceable, the remainder of this agreement shall nevertheless remain in full force and effect.

14. Entire Agreement: This Permission, Waiver, Release and Indemnity Agreement constitutes a single, integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties hereto, concerning the subject matter hereto, except the agreements set forth hereto. This Permission, Waiver, Release and Indemnity Agreement may be modified or superseded only in a written instrument to this agreement that specifically references this Permission, Waiver, Release and Indemnity Agreement and is executed by all parties.

15. Voluntary Agreement: Student and the parent(s)/guardian(s) acknowledge that they have read this Permission, Waiver, Release and Indemnity Agreement and are aware of the legal consequences of signing this binding document.

I/We have taken steps to become informed about the Field Trip and certify that I/we are satisfied with the nature and quality of the Field Trip as a voluntary activity for the student. I/We have read this Permission, Waiver, Release and Indemnity Agreement. I/We understand that signing this agreement is voluntary and that I/we have been given the opportunity to seek legal counsel and to question School before signing this binding document.

Name of Student _____
(Print Name)

Student _____/_____
(Signature) (Date)

Name of Parent/Guardian _____
(Print Name)

Parent/Guardian _____/_____
(Signature) (Date)