

RELEASE OF LIABILITY AND ASSUMPTION OF RISK FORM
(STUDENT OR PARTICIPANT)

INSTRUCTIONS TO STUDENT/PARTICIPANT: Submit this completed/signed Release of Liability and Assumption of Risk Form to the Instructor/Advisor at least 10 business days in advance of the Field Trip/Excursion.

Field Trip/Excursion: _____ (hereinafter "The Activity") Date(s): _____

Instructor/Advisor: _____ Campus: _____ Department: _____

1 ASSUMPTION OF RISKS/INDEMNIFICATION/RELEASE:

- a. **Assumption of Risks:** Participation in The Activity may carry 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 can range from: 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.
- b. **Indemnification and Hold Harmless:** I agree to **INDEMNIFY AND HOLD HARMLESS** the San José – Evergreen Community College District from any and all claims actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought by me or any third party as a result of my involvement in The Activity and to reimburse them for any such expenses incurred, including but not limited to any attorney fees, costs, and legal expenses associated with defending or litigating such claims.
- c. **Release:** By signing this form and in consideration of being permitted to participate in The Activity in any way, I, for myself, my heirs, personal representative or assigns do hereby release absolutely, waive, forever discharge, hold harmless and covenant not to sue the San José – Evergreen Community College District, its officers, employees, Board of Trustees, agents, and volunteers (herein collectively referred to as "District") from any and all present or future liability, claims, demands, actions or rights of action, whether asserted by me, relatives or other family representatives arising out of, or in connection with my participation in The Activity (the "Claims").

2 OTHER INFORMATION:

See Attachment for other important information including "Emergency Medical Information," "Rules of Conduct," and "Transportation".

3 ACKNOWLEDGMENT OF UNDERSTANDING:

I have read this Field Trip/Excursion Release of Liability and Assumption of Risk Form and its Attachment, fully understand the terms and I am signing freely and voluntarily, and with full knowledge of its significance.

Name of Student: _____ Signature: _____ Date: _____

Cell Phone: _____ Email: _____ Student ID: _____

For Parent/Guardian of Students/Participants under 18 years of age, if applicable:

Name of Parent/Guardian: _____ Signature: _____ Date: _____

Cell Phone: _____ Email: _____

1 MEDICAL EMERGENCY

I have no known medical condition(s) which may pose a risk to the health and safety of me or others by participating in The Activity(ies). I agree to advise the San José – Evergreen Community College District ("District") in writing of any medical, physical or health condition which may be affected or in any way jeopardized by participating in a specific field trip/excursion.

In the event of a medical emergency, I grant to the District or any of its representatives the full authority to take any action deemed necessary to protect my health and safety at my expense, including but not limited to, placing the Student/Participant under the care of a doctor or in a hospital at any place for medical examination and/or treatment, or returning the Student/Participant to their home city at their expense if such a return is deemed necessary after consultation with medical authorities.

In the event of a medical emergency notify: (Emergency Contact Information)

Name: _____ Relationship: _____

Address: _____ Phone: _____

Any Known Allergies (optional): _____

Any Medical Conditions Requiring Special Needs (optional): _____

Medical Provider and Insurance Policy # (optional): _____

Preferred Hospital (optional): _____

2 RULES OF CONDUCT:

I understand that as a Student/Participant attending a college at the District, I am viewed as a representative of the District. It is my intention to act as a good-will ambassador and conduct myself in a fitting manner. I recognize that behavior which violates laws or District standards could reflect negatively upon myself and the District as well as be averse to my own health and safety, including those behaviors relative to the use of alcohol and illegal drugs. If I fall into any legal problems while participating in The Activity or at any time throughout the field trip/excursion, I will attend to the matter personally and at my personal expense.

I agree to accept all the rules and requirements of The Activity, observe the program schedules, and to follow the instructions given by District supervisory personnel (i.e., Instructor/Advisor or other designated District representative); and I grant the right to the supervisory personnel to terminate my participation in The Activity if it is determined that my conduct is detrimental to the best interests of the group, in which event return home shall be at my personal expense. Any violation of these rules or regulations may be cause for suspension or expulsion, subject to the District's Board Policy/Administrative Procedure AP 5500 entitled Standards of Student Conduct.

3 TRANSPORTATION:

I hereby acknowledge and understand that unless specifically advised otherwise, the District is not providing transportation and it is my responsibility to arrange for my transportation to and from The Activity. If the District is providing transportation but I do not use the transportation, I am responsible to make my own arrangements and the District assumes no responsibility or liability of any kind. If the District is not providing the transportation I further understand:

- the driver of the vehicle in which I am riding, either as driver or passenger, is not driving on behalf or as an agent of the District, and the District has not verified the driving record of the driver, the liability insurance on the vehicle, or the condition of the vehicle;
- that by operating my vehicle or driving as a passenger in a non-District vehicle for The Activity, I accept full responsibility for any form of injury or property damage which may occur, and the District is in no way responsible, nor does the District assume liability, for any injury or loss which may result from my transportation;
- although the District may assist in coordinating the transportation and/or recommend travel time, routes, carpooling, or caravanning, recommendation(s) or travel assistance provided is not mandatory.