

# Release and Agreement to Hold Harmless and Indemnify

(For Student Extended Field Trips/Conferences, Off-campus Student Club Functions, Field Courses,

International Single-Day Field Trips and Study Abroad Courses)

Environmental Health & Safety/Risk Management

The California Code Regs. Title 5, Section 55220 (h) – Excursions and Field Trips requires, in part, the following: "All persons making the field trips or excursions 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 or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims."

Completion of this form is required of participants in all overnight field trips/conferences; participants in all international or out-of-State single day field trips; participants in all Field courses; participants in all off-campus student club functions, and participants in all Study Abroad courses. If the participant is under 18 years of age, this form must be completed by the participant's legal guardian or parent.

The Palomar Community College District has granted the individual named below (hereinafter referred to as "Participant") permission to participate in the designated travelstudy trip/conference.

Event/Conference Title:

Location/Address:

Date(s) of Event/Conference:

\*District Advisor Name:\_\_\_\_\_

\*Communicate accommodation needs to the District advisor prior to the trip/conference.

#### RELEASE

In consideration of the permission granted to the Participant by the Palomar Community College District, I, the undersigned, hereby release and discharge the Palomar Community College District (including the Governing Board members, officers, employees, and agents, herein collectively referred to as the "District") from all liability, as defined herein, arising out of, or in connection with my participation in the described travel-study field trip/conference or assignees. For the purpose of this agreement, liability means all claims, demands, losses, causes of action, suits or judgments of any and every kind that I, my heirs, executors, administrators or assignees may have against the District, or that any other person or entity may have against the District, because of any death, personal injury or illness, or because of any loss or damage to property that occurs during the described travel-study field trip/conference or the District.

# **INDEMNIFICATION**

I further agree to hold harmless, defend, and indemnify the District from any and all liability, as defined above, resulting from, or in any manner arising out of any negligence on my part during the above-described travel-study field trip/conference or excursion, but not to the extent that such liability is due to the negligence of the District.

# Student Conduct/Rules-Requirements (in accordance with <u>AP-5500</u>: Standards of Student Conduct)

I further agree to accept all the rules and requirements of the travel-study field trip/conference or excursion, observe the program schedules, and follow the instructions given by supervisory personnel/advisor and grant the right to terminate my participation in the program if it is determined that my conduct is not to the best interests of the group, in which returning home shall be at my personal expense. Any violation of <u>AP-5500</u>, rules and regulations may be cause for my suspension or expulsion from the College, subject to the application of appropriate District due process procedures upon return.

# RESPONSIBILITY

I fully recognize and agree that the District cannot and will not be held responsible for my needs or well-being when not under the direct supervision of College supervisory personnel/advisor during instructional activity.

# MEDICAL AGREEMENT

If I need medical treatment as a result of my participation in this Activity/Event, travel to and from the Activity/Event, or any events incidental to this Activity/Event, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware that the District does not provide health insurance for me and that I should carry my own health insurance.

Yes, I have medical coverage. Medical Coverage Info.	ge Info.:[List Carrier (i.e. Blue Cross, Kaiser, etc.) & Insurance Policy #]			
EMERGENCY CONTACT Name:	Relationship:		Phone #:	
Initial one of the following statements:				
I am 18 years of age or older and I will be the Partici above statements apply and to whose benefit I am executing t		e parent/legal guardia	n of the Participant who is under 18 years of age to w	hom the
I have read the contents of this Release and Agreement to Ho significance.	ld Harmless and Indemnify for	n and understand its t	erms. I execute it voluntarily and with full knowledge	of its
X Signature of Participant or Participant's Parent or Legal Guardiar	Date			
Print Participant's Last Name, First Name	Student ID No. (9 digit)	Birth Date	Cell/Phone #	
Print Name of Parent or Legal Gaudian (if Participant is und	er 18 years of age)			