

Release and Agreement to Hold Harmless and Indemnify
(for International Single-Day Field Trips, Extended Field Trips,
Field Courses, and Study Abroad Courses)

The California Education Code Section 72640 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; participants in all international or out-of-State single day field trips; participants in all Field courses; 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 travel-study tour.

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 above described travel-study field trip 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 above described travel-study field trip or excursion, and that results from any cause other than negligence of 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 or excursion, but not to the extent that such liability is due to the negligence of the District.

RULES AND REQUIREMENTS

I further agree to accept all the rules and requirements of the travel-study field trip or excursion, observe the program schedules, and to follow the instructions given by supervisory personnel and grant the right to terminate my participation in the program 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 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 during instructional activity.

MEDICAL CONSENT

In the event of any medical emergency, I do ___ do not ___ give permission to District supervisory personnel on the trip to authorize any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the may be necessary for my safety and protection.

(Initial one of the following statements)

_____ I am 18 years of age or older and I will be the Participant.

_____ I am the parent or legal guardian of the Participant who is under 18 years of age to whom the above statements apply and for whose benefit I am executing the agreement.

I have read the contents of this Release and Agreement to Hold Harmless and Indemnify form and understand its terms. I execute it voluntarily and with full knowledge of its significance.

Give location of travel-study tour: _____
City State Country

Example: SPAN 101 / 70923 /
Course Name (4 letters) Course # (3 digit) / Class # (5 digit)
Dates of Tour

/
Course Name (4 letters) Course # (3 digit) / Class # (5 digit)
Dates of Tour

/
Course Name (4 letters) Course # (3 digit) / Class # (5 digit)
Dates of Tour

_____ / _____
Please Print Last Name First Name

_____ / _____
Student ID No. (9 digit)

_____ / _____
Birth Date

_____ / _____
Please Print Name of Participant's Parent or Legal Guardian

_____ / _____
Date

Signature of Participant or Participant's Parent or Legal Guardian
7/22/2010
I:\Share AllForms\Field Trip Waiver