

COMPLETED BY INSTRUCTOR/COORDINATOR:

Field Trip / Excursion: _____

Dates/Times: _____

Detailed Description of Field Trip/ Excursion:

COMPLETED BY STUDENT/PARTICIPANT:

Name of Participant: _____

Emergency Contact (Name and Phone Number):

1. **Transportation:** The undersigned hereby acknowledges and understands that unless specifically advised otherwise, the District is not providing transportation, and it is Participant's (or Participant's parents' or legal guardians') responsibility to arrange for Participant's transportation to and from the field trip/excursion. If the District is providing transportation but Participant does not use the transportation, Participant is responsible for making arrangements for transportation and the District assumes no liability of any kind for any accident, damages, injury, illness, or death that may occur to Participant or to others from the transportation arrangements Participant makes or the transportation Participant provides.

If the District is not providing transportation the undersigned further acknowledges, understands, and agrees:

- The driver of the vehicle in which Participant is riding, either as a driver or passenger, is not driving on behalf of 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.
- The District is in no way responsible, nor does the District assume liability, for any accident, damages, injury, illness, or death that may occur during or as a result of Participant's transportation arrangements.
- Although the District may assist in coordinating transportation related to the field trip/excursion, including but not limited to recommended travel time, routes, car pooling, or caravanning, acceptance and/or use of such arrangements or recommendations is strictly voluntary and Participant (or Participant's parent or legal guardian) assumes all risk associated with such transportation arrangements and/or recommendations.

2. **Consent to Medical Treatment:** As required by the California Code of Regulations, Title 5, Section 55222, the District will provide or make available medical or hospital service, or both, for District students who are participants in the field trip/excursion who are injured during the course of the field trip/excursion. In the event of illness or injury, the undersigned hereby consents to Participant receiving emergency medical treatment, and if necessary, ambulance transportation to a hospital or other medical care center. The undersigned consents to Participant receiving any medically necessary x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care considered necessary in the best judgment of the attending health care professional, performed by or under the supervision of a licensed member of the medical staff of a hospital or facility furnishing medical or dental services.
3. **Voluntary Release of All Claims:** To the greatest extent permitted by law, as required by the California Code of Regulations, Title 5, Section 55220, the undersigned, for Participant, Participant's heirs, executors, administrators, and assigns, hereby agrees to release, discharge, waive, and relinquish all liabilities, damages, claims, costs, harm, expenses (including attorneys' fees), causes of action, and demands, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage, other injuries, accident, illness, or death ("Claims"), against Marin Community College District, its trustees, officers, employees, agents, and volunteers and the State of California (collectively the "Released Parties") arising out of, in connection with, or as a result of Participant's participation in the field trip/excursion, except that these obligations do not apply to a Released Party to the extent a Claim is caused by the gross negligence or intentional misconduct of that Released Party. This release, discharge, waiver, and relinquishment also pertains to any instruction or supervision related to the field trip/excursion on the part of the Released Parties.
4. **Indemnification:** The undersigned, for Participant, Participant's heirs, executors, administrators, and assigns, agrees to indemnify, defend, and hold harmless the Released Parties from any and all Claims brought as a result of Participant's participation in the field trip/excursion.
5. **Release from Third-Party Liability:** The undersigned understands that the District is not an agent of, and has no responsibility for, any third party, including without limitation any sponsor or entity that may provide or schedule any services, hospitality, public or private transportation, equipment, training, or activities associated with the field trip/excursion. In arranging for Participant's travel and participation in the field trip/excursion, the District may use commercial airlines, trains, buses, restaurants, hotels, and other services whose performance and service the District cannot control. Consequently, the undersigned agrees and acknowledges that the Released Parties are not responsible for the actions of these entities for matters including, but not limited to, injuries or damage caused by a third-party, strikes, lost luggage and the like. The undersigned, for Participant, Participant's heirs, executors, administrators, and assigns, hereby relieves and releases the Released Parties from any and all Claims arising out of such third party liability, events, acts, or omissions.
6. **Participant Conduct:** The undersigned understands and acknowledges that the Participant must comply with all applicable District rules and regulations, Board Policies, and Administrative Procedures, during and related to the field trip/excursion, and that the District has the right, in its sole and absolute discretion, to terminate Participant's participation in the field trip/excursion at any time. In such instance, the undersigned agrees to come to arrange for the immediate transportation of the Participant from the field trip/excursion.
7. **Photos and Likeness of Participants:** Photos or Likeness of Participants are District Property. The undersigned authorizes the District to photograph and/or to make video or audio recordings of Participant, or to use Participant's name, voice, signature, photograph, or likeness, in any and all District publications or promotions in any media whatsoever, for any period of time, and without compensation from the District.

8. **Miscellaneous:** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. This Agreement and any attachments or exhibits constitute the entire agreement between the District and undersigned related to Participant's participation in the field trip/excursion. There are no other agreements, written or oral, express or implied, between the District and undersigned concerning the subject matter of this Agreement. This Agreement may be modified or superseded only in a written instrument to this Agreement that specifically references the Agreement and is executed by the District and undersigned. The undersigned acknowledges that the District reserves the right at any time, prior to or during the field trip/excursion, to make cancellations, changes, or substitutions in emergencies or changed conditions, or in the interest of the group.

THE UNDERSIGNED HAS READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND UNDERSTAND THAT THE UNDERSIGNED IS GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED IS SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL CLAIMS AND LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature: _____ Date: _____

Parent or Legal Guardian signature (if Participant is a minor):

_____ Date: _____

Please complete and sign form and return to instructor or excursion coordinator.