



NAPA VALLEY COMMUNITY COLLEGE DISTRICT

**STUDENT/EMPLOYEE WAIVER, RELEASE, AND INDEMNITY AGREEMENT FOR DOMESTIC TRAVEL
("AGREEMENT")**

Name: _____

Student/Employee ID: _____

Program Location and Semester: _____

In consideration for permitting Student/Employee to participate in the [DESCRIBE TRIP, ex: "DC Immersion"] ("Program"), with the District, I, _____ ("Student/Employee") on behalf of myself, my heirs, executors, administrators and assigns, hereby agree to the following terms and conditions.

1. Acknowledgment of Risk. I may participate in activities during the Program including but not limited to: [List any other ACTIVITIES:]

The activities I may engage in during the Program may be dangerous and include risks that are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause personal injury, including emotional trauma, permanent disability, paralysis and even death. The District and its program leaders cannot foresee every possible contingency or completely eliminate all risk. I have had the opportunity to discuss the Program and any concerns I may have with the District.

I acknowledge, agree, and represent that I understand the nature of the Program and that the Student/Employee is qualified, in good health, and in proper physical condition to participate in the Program.

I understand and acknowledge that certain risks are inherent in travel programs in general and I assume responsibility for any such risks associated with participation in the Program. The Program risks include, but are not limited to, travel and transportation by [MODE OF TRANSPORTATION] and to and from [DESTINATION], [LIST ALL RISKS ASSOCIATED WITH THE ACTIVITIES ADDED ABOVE]:

I understand that these injuries or outcomes may arise from the Student/Employee or other's actions, inaction or negligence, conditions related to travel, or the condition of the Program location(s). Nonetheless, I acknowledge and expressly assume all risks and dangers associated with all travel and Program activities (including travel to, from and during the Program), whether described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I may suffer, arising in whole or in part from Student/Employee's participation in the activities of the Program. I further understand that although there will be chaperones attending this Program, the chaperones will not be supervising Student 24 hours a day, and Student will potentially be staying in rooms where the chaperones are not present.

2. Acknowledgement of Itinerary and Program Requirements. A copy of the itinerary for the Program is attached to this Agreement. I acknowledge that the District has provided the educational objectives, program overview, transportation and lodging arrangements, as well as the detailed itinerary and requirements for the Program to the District and the individual(s) that have signed below.

3. Voluntary Release of All Claims. As required by Title 5, Section 55220 of the California Code of Regulations, I understand and agree that I shall hold the Napa Valley Community College District, its Board of Trustees, officers, agents, representatives, employees, and volunteers, or the State of California (collectively “the Released Parties”), harmless from any and all liability, claims, costs, expenses, including attorneys’ fees, causes of action, and demands related to, arising out of or in connection with Student/Employee’s participation in this Program, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage, other injuries, accident, illness or death (“Claims”).

This release, discharge, waiver and relinquishment also pertains to any instruction or supervision related to the Program on the part of the Released Parties. It is the intent of this Agreement to relieve the Released Parties from negligence to the greatest extent permitted by law.

4. Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the Released Parties from any and all Claims, brought as a result of Student/Employee’s involvement in the Program.

5. No Exceptions to Group Travel Plans. I agree that Student will travel with the District group according to the travel plans made by the District. I will not expect any exceptions to be made for Student because of personal or family plans.

6. Student/Employee Conduct. I understand that Student/Employee is expected to abide by all District regulations, including those in the Standards of Student Conduct (Administrative Procedure 5500), during the course of the Program. I acknowledge that independence, responsibility, and autonomy are a critical part of the Student’s learning experience. During the Program, Student will be subject to limited supervision and will be held responsible for their own actions. I agree that the District has the right, in its sole and absolute discretion, to terminate Student’s participation in the Program at any time for conduct deemed detrimental to any Released Party or to Student. I agree that I have received a copy of the *Student and/or Employee Code of Conduct* document has been provided to me and signed.

7. Release from Third-Party Liability. I understand 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 Program. In arranging for Student/Employee travel, the District uses commercial airlines, trains, buses, restaurants, hotels, and other services whose performance and service cannot be controlled. Consequently, I agree and acknowledge that the District is 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. I hereby relieve the Released Parties from any and all claims arising out of such third party liability, events, acts, or omissions.

8. Pre-Existing Medical Condition of Student/Employee. I release the Released Parties from all Claims resulting during or after the program from a **pre-existing medical** (physical, emotional, or psychological) condition. I have read and completed fully the confidential medical form provided by District, which is attached as *Attachment 1: Emergency and Medical Information Form*. I accept full responsibility for omissions or errors on the *Emergency and Medical Information Form*. To the best of my knowledge, Student/Employee

has no medical (physical, emotional or psychological) conditions that would interfere with their ability to participate in the Program or would otherwise endanger their health while participating in this Program.

9. Medical Care and Insurance. To the extent that emergency medical or dental services are required that are not covered by such insurance, I agree to assume full responsibility for the costs of such medical or dental care. I understand and agree that District assumes no liability for any medical, hospital, other healthcare provider, and/or related expenses incurred by Student/Employee while on the Program.

10. Photos or Likeness of Student/Employees are District Property. I authorize the District to photograph and/or to make video or audio recordings of Student/Employee, or to use Student/Employee's name, voice, signature, photograph or likeness, in any and all District publications or promotions in any media whatsoever, for any period of time that may extend beyond District's enrollment at the District, and without compensation from the District.

11. Severability. 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.

12. Entire Agreement. This Agreement with the Program, Student and Employee, constitute the entire agreement of the parties hereto with regard to the subject matter addressed in this Agreement. There are no other agreements, written or oral, express or implied, between the parties 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 all parties.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which shall constitute a single instrument, and signatures submitted by electronic means (such as PDF version) or fax, shall be deemed the equivalent of original inked signatures.

14. Acknowledgment of Additional Responsibilities. I accept full financial responsibility for any and all direct expenses incurred in Student/Employee's participation in the Program, including any and all program and instructional costs including fees, tuition, room and board, travel, insurance and other such costs owed either to the District, and/or any other agent providing services to Student/Employee as a participant in this Program.

I agree to advise the District immediately of any incident that involves or causes any harm or threat of harm to Student/Employee. If Student/Employee decides to leave the Program, I shall advise in advance District's representative and shall leave at no expense or reimbursement of money by District.

I acknowledge that the District reserves the right at any time, prior to or during the Program, to make cancellations, changes or substitutions in emergencies or changed conditions, or in the interest of the group. Prior to Program departure, the District further reserves the right to alter the costs in order to meet unexpected changes in air fares, hotels, or other living accommodations and the like (as the amount of fees is based on current tariff rates and expenses that are subject to change). Student/Employee acknowledges that such alternates may create greater risks than the original plans.

Any violation of the District Board Policies and Student Code of Conduct may result in exclusion from future field trips, excursions, and in severe cases, it may result in suspension or expulsion.

I have taken steps to become informed about the Program and certify that I am satisfied with the nature and quality of the Program as a voluntary activity. I have read this Waiver, Release and Indemnity Agreement and fully understand its terms. I understand that signing this agreement is voluntary and that I

have been given the opportunity to seek legal counsel and to question the District before signing this binding document. I understand that my signature below authorizes me to participate in this Program, subject to the terms and conditions stated in this Agreement.

Name of Student/Employee: _____

(Full Name)

Student /Employee: _____

(Signature)

(Date)

PARENT OR GUARDIAN SIGNATURE

If Student is under the age of 18 or is under guardianship, conservatorship, or other legal authority, a responsible parent, guardian, conservator, or other person having legal authority must sign and hereby acknowledge, warrant, and represent that said person has such authority to enter into this Agreement on behalf of Student and that the undersigned has carefully read this entire Agreement and understands the potential dangers incident to the Student engaging in this activity and is fully aware of the legal consequences of this Agreement and agrees to its terms.

I certify that I am the parent or guardian of the above-signed Student, and that I have read the foregoing release and examined the information in the program description. I hereby join in each part of the Agreement including such parts as may subject me to personal financial responsibility, and hereby relinquish any claim that I may have against the District (as set forth above), both in my behalf and in my capacity as legal representative (as applicable) of the Student, including without limitations on any claim arising as a result of the applicant's leaving the supervision of the District, its agents or host institutions in the United States or abroad.

Dated: _____

Parent:

(Signature of Parent)

(Print Name)

ATTACHMENT 1: EMERGENCY AND MEDICAL INFORMATION FORM (STUDENT ONLY)

I, on behalf of my heirs, executors, administrators and assigns, hereby agree to the following terms and conditions set forth below:

Authorization to Treat

In the event of my injury or illness, I consent and authorize any adult accompanying me on the Program, to make such arrangements as they consider necessary for me to receive medical/hospital care and treatment, including arranging necessary transportation, sharing of medical information, and authorizing diagnostic examinations and medical care or treatment, including surgery and dental diagnosis or treatment. I specifically consent to whatever diagnostic examinations, including x-ray examinations and/or anesthetic, surgical or other medical or dental diagnosis or treatment and hospital care that is considered necessary in the best judgment of the attending healthcare provider. I fully understand that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required.

I understand that the District will attempt to contact the undersigned in the event of my injury or illness. I further understand that contacting the undersigned or attempting to contact the undersigned is not a prerequisite for any adult accompanying Student on the Program to authorize and to make such arrangements they consider necessary for me to receive medical/hospital care, including necessary transportation, when, in that adult's judgment, the urgent nature of the situation necessitates such immediate action.

I further understand that reasonable minds might differ as to the particular response necessitated in a given situation. I agree that the adult accompanying Student should err on the side of seeking medical treatment most likely to protect Student's safety and well-being and thus, I agree to assume any and all financial responsibility for the medical services determined appropriate by that adult or by the healthcare provider(s) for Student's treatment.

Emergency Contact Information

The following information will accompany the District representatives and students on the Program:

Emergency contact: Name: _____ Tel. No. _____

Additional contact: Name: _____ Tel. No. _____

Name of Student's

Primary Physician: Name: _____ Tel. No. _____

Medical / Allergy Information and Medication Authorization

<input type="checkbox"/> Check here if the Student does not have any medical or allergy issues that might impact their ability to participate in the Program safely, and does not require any medication while participating in the Program.
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Please note any important medical or allergy information that might impact the Student's ability to participate safely in the Program, including any limitation on medical treatment rendered to Student:

COUNTERPARTS

: This Attachment 1: Emergency and Medical Information Form may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which shall constitute a single

instrument, and signatures submitted by electronic means (such as PDF version) or fax, shall be deemed the equivalent of original inked signatures.

Release of Liability and Assumption of Risk

ASSUMPTION OF RISK: I understand and acknowledge that certain risks are inherent in taking both prescription and non-prescription medication(s) and assume responsibility for any such risks associated with the Student/Employee taking any medication(s). I acknowledge that the risks to the Student/Employee include, but are not limited to, mild or severe adverse physical reaction to the prescription and/or non-prescription medication provided (including emotional/psychological harm), permanent and temporary disability, and death. I assume all risks arising out of, or relating to the District (its agents or employees) providing to the Student/Employee or the Student/Employee self-administering prescription and/or non-prescription medication consistent with the terms of this form, whether described above, known or unknown and inherent or otherwise. I agree that the Student/Employee will also assume these risks and any other risks arising out of, or relating to, the District (its agents or employees) providing to the Student /Employee or the Student/Employee self-administering prescription and/or non-prescription medication(s) consistent with the terms of this form, whether described above, known or unknown and inherent or otherwise.

RELEASE OF LIABILITY AND COVENANT NOT TO SUE: To the fullest extent permitted by law, I on behalf of myself, the Student/Employee, and our heirs, executors, administrators and assigns, voluntarily release, discharge, waive and relinquish all claims and liabilities against the Districts, its Board of Trustees, trustees, employees, volunteers, insurers, agents, and representatives (collectively "the Released Parties"), including claims and liabilities arising out of the Released Parties' acts, omissions, or ordinary negligence, that arise out of, or relate to, the administration of medications (prescription or non-prescription) to the Student/Employee consistent with the terms of this form, or the Student/Employee's self-administration of medication(s) while participating in the Program. I understand however, that through this Agreement, I am not releasing the Released Parties from any injury the Student/Employee suffers as a direct result of the Released Parties' intentional misconduct or gross negligence.

I HAVE CAREFULLY REVIEWED THIS ATTACHMENT 1: EMERGENCY AND MEDICAL INFORMATION FORM AND FULLY UNDERSTAND ITS CONTENTS (INCLUDING THAT THIS FORM CONTAINS CERTAIN RELEASES OF LIABILITY), AND AGREE THERETO.

Student/Employee Signature

Telephone

Date

Student/Employee Printed Name