Chaffey Community College District

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
(Field Trips/Excursions/Events or Activities)

GUIDELINES

Field trips and excursions should be included in the Course Outline of Record as a “method of instruction.” Field trips and excursions should be included in the description of the courses printed in the schedule of classes in order to inform students who register for that course that there will be a field trip required. Field trips and excursions should also be included in the course syllabus as a best practice. A waiver is not required for the following in-state field trips:

A. Students participating in curriculum related field trips as a requirement of a course are not required to sign a waiver agreement form.

B. Students required to report to other locations as a requirement of a course are not required to sign a waiver agreement form.

C. Students receiving a course grade for completing extra credit or out-of-class activity recommended by the instructor are not required to sign a waiver agreement form.

Students who refuse to complete the required waiver of liability, assumption of risk, and indemnity agreement form shall be excluded from the event or activity. Each participant will complete either the waiver for adult activity form or the waiver for minor activity form.

Club Activities
Students participating in a club activity are required to complete the applicable waiver of liability form. The signed form shall be retained in the office of Student Activities or designee.

Athletics
Students participating in athletic/sports programs are required to complete the applicable waiver of liability form. The signed form shall be retained in the office of Kinesiology, Nutrition & Athletics.

Educational Programs
A. Voluntary Participation: Students who volunteer to participate in college events, excursions, and/or activities must complete the applicable waiver of liability form.

B. Out-of-State Field Trips: All students participating in an out-of-state field trip or excursion whether voluntarily or required must complete the applicable waiver of liability form.

The school/office initiating waiver agreement form(s) shall retain signed forms on file for one year from the date of the field trip/excursion.

Reference: The provisions of California Code of Regulations, Title 5. Education, Div. 6. California Community Colleges, Chap.6. Curriculum and Instruction, Subchapter 3. Alternative Instructional Methodologies, Article 2. Field Trips and Excursions- 55220(h) provides that: “All persons making the field trip or excursion 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 minor students taking out-of-state field trips or excursions shall sign a statement waiving such claims”.

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WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

CHAFFEY COMMUNITY COLLEGE DISTRICT

Participant’s Name: __________________________________________________________

School Site: __________________________________________________________________________

Name of Class or Activity: ____________________________________________________________

Waiver: In consideration of being permitted to participate in any way in _____________________________

(Description of Activity & Dates)

Hereinafter called the “Activity”, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the Chaffey Community College District, its officers, employees, and agents from liability from any and all claims including the negligence of the Chaffey Community College District, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activity.

Assumption of Risks: Participation in the Activity carries 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 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 to 3) catastrophic injuries including paralysis and death.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD CHAFFEY COMMUNITY COLLEGE DISTRICT HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California.

Acknowledgment of Understanding: I have read all previous paragraphs, including the waiver of liability, assumption of risk, and indemnity agreement, know, fully understand its terms, acknowledge these and other risks that are inherent to the Activity, and understand that I am giving up substantial rights, including my right to sue. I acknowledge my participation is voluntary, that I knowingly assume all such risks, and that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the extent allowed by law.

I acknowledge that I am of legal age (an adult) and fully and completely understand the potential risks that may be associated with this Activity and that my participation is strictly voluntary.

Signature of Participant    Date
WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

CHAFFEY COMMUNITY COLLEGE DISTRICT

Participant’s Name: __________________________________________________________

Name of Class or Activity: ______________________________________________________

Waiver: In consideration of being permitted to participate in any way in ________________________________________________________________ (Description of Activity & Dates)

Hereinafter called the “Activity”, I, on behalf of myself and my minor child ____________________________________________, and for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the Chaffey Community College District, its officers, employees, and agents from liability from any and all claims including the negligence of the Chaffey Community College District, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, the participation by my minor child in the Activity.

Assumption of Risks: Participation in the Activity carries 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 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 to 3) catastrophic injuries including paralysis and death.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD CHAFFEY COMMUNITY COLLEGE DISTRICT HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my minor child’s involvement in the Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California including Education Code Section 72640 and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read all previous paragraphs, including the waiver of liability, assumption of risk, and indemnity agreement, know, fully understand its terms, acknowledge these and other risks that are inherent to the Activity, and understand that I am giving up substantial rights, including my right to sue on behalf of myself or my minor child. I acknowledge my participation is voluntary, that I knowingly assume all such risks, and that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the extent allowed by law.

In the event of any illness or injury, I give full authority to the district staff to obtain such medical treatment and/or surgery from a licensed physician/surgeon, paramedic or hospital as deemed necessary for the welfare of my child. I acknowledge that I fully and completely understand the potential risks that may be associated with this Activity and that my child’s participation is strictly voluntary.

Signature of Participant __________________________ Date __________________________

Parent or Legal Guardian Signature __________________________ Date __________________________

Please Print Parent or Legal Guardian Name __________________________________________

Name of Health Insurance Company __________________________________________

Medical Problems/ Necessary Medications
Check one: _____None _____Yes, Please Explain: __________________________

Participant’s Date of Birth (if minor) __________________________

Day Phone: Area Code and Number __________________________

Night Phone: Area Code and Number __________________________

Policy/Group Number __________________________________________

SCSRM-110 Waiver for Minor Activity – Rev11-0404