Chaffey College

# WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

*(See page 2 for Guidelines)*

**Participant's Name**:_____

**Name of Class or Activity**:_____

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

_____

***Description of Activity and Date(s)***

Hereinafter called the "Activity," I, for myself (or minor child, if applicable), 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.

**For ADULT participants**: 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.

**For MINOR participants**: 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*

***If the participant is a minor (under the age of 18), the following section must also be completed.***

_____ _____

*Signature of Parent or Legal Guardian* *Date* *Participant's Date of Birth (MM/DD/YYYY)*

_____ (_____)_____

*Printed Name Parent or Legal Guardian* *Date* *Parent/Guardian Phone Number*

_____ _____ (_____)_____

*Name of Health Insurance Company* *Policy/Group Number* *Parent/Guardian Alternate Phone Number*

*Medical Problems or Necessary Medications?* ☐NO ☐YES (describe below)

Chaffey College

**WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

## Guidelines

### General

- Students who refuse to complete the waiver shall be excluded from the event/activity.
- Signed forms shall be retained in the department/office initiating the form and kept on file for one (1) year from the date of the event/activity

### Who Must Complete the Waiver

The form is REQUIRED for:

- ✓ Students participating in athletic/sports programs
- ✓ Students participating in club activities
- ✓ Field trips/excursions/activities in which participation is voluntary (not a course requirement)
- ✓ Out-of-state field trips/excursions/activities, whether voluntary or course requirement

The form is NOT REQUIRED for:

- ✓ Curriculum related field trips as a requirement of a course
- ✓ Students required to report to other locations as a requirement of a course
- ✓ Students receiving a course grade for completing extra credit or out-of-class activity recommended by the instructor

If you are unsure about whether your event/activity necessitates the form, please contact Risk Management.

### References

The California Code of Regulations (5 CCR § 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."

### Questions?

If you have any questions, please contact:


Nicole Leonard
Interim Administrator,
Risk Management
(909) 652-6523
nicole.leonard@chaffey.edu

Alisha Serrano
Interim Executive Director,
Human Resources
(909) 652-6531
alisha.serrano@chaffey.edu