

EXCURSION/FIELD TRIP WAIVER, RELEASE AND INDEMNITY AGREEMENT

_____ UNIFIED SCHOOL DISTRICT AND
TRI-VALLEY REGIONAL OCCUPATIONAL CENTER/PROGRAM (TVROCP)

Dear Parent/Guardian:

Kindly complete and return a copy of this form to the person named below:

Name: _____

NOTE: This is a binding legal agreement. You may wish to consult with your attorney before executing this Agreement.

I, _____, on behalf of myself and _____ (print name of other parent, if applicable) (all further references to "I" and "my" mean both parents), have given my child, _____, permission to attend an excursion/field trip to the _____, scheduled for the date of _____ ("excursion/field trip"). I understand that participation by my child in this excursion/field trip is completely voluntary and is not a requirement of _____ Unified School District or TVROCP or any of its member districts.

I hereby voluntarily release, waive, and relinquish any and all claims and causes of actions against TVROCP and all employees, officers, administrators, board members, and/or agents acting in their capacity as representatives of TVROCP, which may hereafter arise on behalf of myself, my minor child, my heirs and representatives, or the heirs and representatives of my child for accident, damage, illness, injury and/or death arising from the participation of my child in this excursion/field trip whether the same shall arise by negligence or by any other cause. This voluntary release and waiver shall include any and all claims and causes of action that arise as a result of my child coming to or from the excursion/field trip site.

I acknowledge that pursuant to Education Code section 35330, "All persons making the field trip or excursion shall be deemed to have waived all claims against TVROCP, any/all of its member districts or the State of California for injury, accident, illness, or death occurring during or by reason of the excursion/field trip.

I further voluntarily agree, for myself, for my minor child, for my heirs and representatives, and for the heirs and representatives of my child, to defend, indemnify and hold harmless TVROCP, its employees, officers, administrators, board members, and/or agents from any and all claims, causes of action, losses, and/or expenses, including reasonable attorney fees and costs, for any accident, damage, illness, injury, and/or death arising from any of my, or my child's, action(s) or inaction(s) during or related to said excursion/field trip.

I acknowledge I have read this Excursion/Field Trip Waiver, Release and Indemnity Agreement, and that I have been advised that I may wish to consult my attorney regarding the legal consequences of signing this Excursion/Field Trip Waiver, Release and Indemnity Agreement.

Signature of Parent/Guardian

Date

Signature of Student

Date