

ASSUMPTION OF RISK AND RELEASE AND WAIVER OF CLAIMS

In consideration of the opportunities provided by the Peralta Community PCCD District, its respective boards, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (collectively, the “PCCD”) in conjunction with my participation in the _____ trip to _____ (“Event”), I, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate, agree as follows:

1. The details of the trip are provided below:

2. I understand that my participation in this Event is completely voluntary.
3. I acknowledge that my participation in the Event entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that there are inherent risks in travel as well as in other activities I undertake in conjunction with the Event (such as independent travel or free-time activities). I acknowledge that some of these risks may not be foreseeable. I understand that these risks include, but are not limited to, unexpected costs/expenses, accident, mistake, crime, safety hazards, inadequate facilities/equipment/training, natural disasters, weather conditions, travel (including but not limited to travel by car, train, boat, or airplane), and medical risks (such as physical injury, disease, including communicable diseases like COVID-19, and risks associated with negligent or unavailable/delayed medical treatment or medical care); particularly in the case of foreign travel, these risks also include but are not limited to those relating to political/legal/social/economic conditions, medical emergencies, quarantines, travel bans, language barriers, consumption of food, civil unrest or hostility, terrorism, and/or war.
4. I have resolved concerns, if any, about my health or ability to participate in the Event with my physician before deciding to participate in the Event. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I hereby give my consent for any medical treatment that may be required, as determined by any applicable medical professional, during my participation in the Event, with the understanding that the cost of any such treatment will be solely my responsibility.
5. I understand that the PCCD is not an agent of, and has no responsibility for, any third party which may provide any services including venue, food, lodging, travel, or other goods or services associated with the Event. I understand that the PCCD accepts no responsibility, in whole or in part, for delays, loss, damage or injury to persons or property whatsoever, caused to me or others prior to departure, while traveling, or while staying in designated lodging.
6. I understand that if the Event involves travel to and from a location outside the United States, I certify that I have reviewed and understand visa requirements associated with international travel as well as the directives and recommendations for travel to and from such location(s) – including those relating to immunizations and medicines – which are provided by The United States State Department, The World Health Organization, and The Centers for Disease Control. I further acknowledge that failure to obey laws in jurisdictions outside the United States may have unpredictable and/or severe consequences. I understand that directions and recommendations related to international travel may change at any time, including after I have departed for the Event.

7. I expressly agree and promise to accept and assume all of the risks existing in this Event. My participation in this Event is purely voluntary, and I elect to participate despite the risks.
8. **I hereby voluntarily release, waive, and forever discharge any and all claims of negligence against the PCCD that relate in any way to any activity I undertake in conjunction with the Event, including transportation to and from the Event.**
9. I understand that the PCCD may photograph, film, and/or record ("Medium") my participation in the Event. I authorize the PCCD to use Medium and my likeness in conjunction with any PCCD marketing and/or promotional materials, including, but not limited to, social media accounts. I understand that I will not be compensated in any way for such use.
10. I understand that the PCCD may not maintain an insurance policy that would provide coverage in the event that I am injured during the Event or cause any injury during the Event. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Event, or else I agree to bear the costs of such injury or damage myself.

In the event that I file a lawsuit against the PCCD, I agree to do so solely in the State of California, and I further agree that the substantive law of California shall apply without regard to conflict of law rules. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement. I certify that I have read and understood it, and I agree to be bound by its terms.

For students eighteen (18) years of age or older:

Signature of Participant: _____ Print Name: _____

Date of Birth: _____

Address: _____

Phone: _____ Date: _____

For students under the age of eighteen (18) years of age:

Signature of Participant: _____ Print Name: _____

Signature of Parent/Guardian: _____ Print Name: _____

Participant Date of Birth: _____

Address: _____

Phone: _____ Date: _____